

**EYRE & SPOTTISWOODE,**  
GOVERNMENT AND GENERAL PUBLISHERS,  
ALSO AGENTS TO THE NEW ZEALAND GOVERNMENT.

**LOCAL GOVERNMENT BILL, 1893.** (Parish Councils.) Price 5d.; by post, 6d. Now before Parliament.

**PUBLIC GENERAL ACTS, 1893.** Appeal (Forma Pauperis), 1d.; Companies (Winding-up), 1d.; Friendly Societies, 1d.; Housing of the Working Classes, 1d.; Industrial and Provident Societies, 6d.; Law of Distress and Small Debts (Ireland), 1d.; Law of Commons Amendment, 1d.; Liverpool Court of Passage, 1d.; Police Disabilities, 1d.; Statute Law Revision, 11d.; Statute Law Revision (No. 2), 10d.; Trustees, 5d. Postage included in these prices. List on application.

**PUBLIC GENERAL ACTS.** (Cheap Edition.) Published by Authority. Red cloth, price 3s.; by post, 3s. 6d. This volume contains all the Public Acts passed during the Session, with Index to same; also Tables shewing the effect of the Legislation, together with Complete and Classified Lists of the Titles of all the Local and Private Acts passed during the Session. 1893 Volume will be issued at the close of the Session.

**INDEX TO THE STATUTES IN FORCE,** to the end of 1892. 10s.

**REVISED STATUTES.** (Second Revised Edition) Royal 8vo. Prepared under the direction of the Statute Law Revision Committee. Vols. I. to V. now ready, price 7s. 6d. each. (Customers can be advised of future issues, or copies sent on day of publication.)

**STATE TRIALS.** New Series. Vol. IV., 10s. Edited by Mr. J. P. WALLIS, under the direction of the State Trials Committee.

The volume contains several noteworthy Charist Trials between the years 1839 and 1843, including Frost's trial for high treason, and the trials of Feargus O'Connor and Thomas Cooper. Among other trials of interest are those of Oxford, Francis, and Bean, for shooting at the Queen, and of Lord Cardigan before the House of Peers for his duel with Captain Tuckett.

"The trials selected for publication in the present volume are numerous and full of interest."—*Times*.

**BANKRUPTCY.** Tenth Report by the Board of Trade under Section 131 of the Bankruptcy Act, 1883. 8d.

**A HISTORY OF CURRENCY IN THE BRITISH COLONIES.** By ROBERT CHALMERS, B.A., Oriel College, Oxford, and of Her Majesty's Treasury. 10s.

"An authoritative treatise, which should be of great interest in the present critical state of the Indian Currency."—*Times*.

**HYGIENE AND DEMOGRAPHY,** Transactions of the Seventh International Congress of. Thirteen volumes. Paper, 2s. 6d.; cloth, 3s. 6d. each. List of the Series on application.

**MINING LAWS OF THE WORLD,** Guide to the. By OSWALD WALMSLEY, of Lincoln's-inn, Barrister-at-Law. 6s. *In the press.*

LONDON: EAST HARDING STREET, E.C.

**LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.**

ESTABLISHED OVER HALF A CENTURY.

10, FLEET STREET, LONDON.

FREE,  
SIMPLE,

THE  
PERFECTED SYSTEM  
OF  
LIFE  
ASSURANCE.

AND  
SECURE.

TOTAL ASSETS, £2,692,000. INCOME, £303,000.

The Yearly New Business exceeds ONE MILLION.

**DIRECTORS.**

Bacon, The Right Hon. Sir James.  
Blake, Fredk. John, Esq.  
Brooks, William, Esq. (Basingstoke).  
Davy, The Right Hon. Lord Justice.  
Deane, The Right Hon. Sir James Parker,  
Q.C., D.C.L.  
Dickinson, James, Esq., Q.C.  
Ellis, Edmund Henry, Esq.  
Frere, Geo. Edgar, Esq.  
Garth, The Right Hon. Sir Richard, Q.C.  
Harrison, Chas., Esq.  
Kekewich, The Hon. Mr. Justice.  
Lopes, The Right Hon. Lord Justice.  
Masterman, H. Chauncy, Esq.

Mathew, The Hon. Mr. Justice.  
Meek, A. Grant, Esq. (Devizes).  
Mellor, The Right Hon. John W., Q.C.,  
M.F.  
Miller, Richard, Esq.  
Morrill, Frederic F., Esq. (Oxford)  
Pemberton, Henry Leigh, Esq.  
Pennington, Richard, Esq.  
Rowcliffe, Edward Lee, Esq.  
Saltwell, William Henry, Esq.  
Wilde, Spencer C., Esq.  
Williams, C. Reynolds, Esq.  
Williams, Romer, Esq.  
Williams, William, Esq.

VOL. XXXVIII., No. 1.

**The Solicitors' Journal and Reporter.**

LONDON, NOVEMBER 11, 1893.

**Contents.**

CURRENT TOPICS.....	17	THE LAND TRANSFER BILL.....	25
THE LOCAL GOVERNMENT BILL, 1893.....	20	LAW SOCIETIES.....	29
MALICIOUS PROSECUTION OF CIVIL		LAW STUDENTS' JOURNAL.....	29
ACTIONS.....	21	LEGAL NEWS.....	29
REVIEWS.....	22	COURT PAPERS.....	29
CORRESPONDENCE.....	23	WINDING UP NOTICES.....	30
NEW ORDERS, &c.....	23	BANKRUPTCY NOTICES.....	30

**Cases Reported this Week.**

*In the Solicitors' Journal.*

A Solicitor, Re, Ex parte The Incorporated Law Society (No. 1).....	28
A Solicitor, Re, Ex parte The Incorporated Law Society (No. 2).....	28
Butler v. Butler (the Queen's Proctor intervening).....	24
Lewis v. Owen.....	27
Macdonald, Sons, & Co. (Lim.), Re.....	35
Mandiberg & Co. (Lim.) v. Morley.....	24
Mighell v. Sultan of Johore.....	26
N., Re, Ex parte N.....	28
Northey Stone Co. v. Gidney.....	26
Pritchard, Offar, & Co. (Lim.), Re.....	25
Smith v. Müller.....	28
Thomas Firth & Sons (Lim.) v. De las Rivas and Another.....	24
Traynor v. Jones and Others.....	27
Ulken v. Nicols.....	26

*In the Weekly Reporter.*

Bowyer (Officer of Inland Revenue) (Appellant) v. Percy Supper Club (Limited) (Respondents).....	20
Daverson, In re, Bowen v. Churchill.....	24
Hedling & Merton's Contract, In re Hood, In re, Ex parte Burgess.....	19
Mostyn v. Mostyn.....	25
Overseers of the Poor of Walton-on-the-Hill (Appellants) v. David Jones (Respondent).....	32
Rayson v. South London Tramways Co. (Reg. v. Reynolds and Another (Justices of Prophanam) and Edwards.....	21
Richardson v. Methley School Board.....	32
Rimmonds v. Heath.....	27
Thompson v. Palmer.....	30
Tidd, In re, Tidd v. Overall.....	23
Wyatt (Appellant) v. Gens (Respondent).....	25

**CURRENT TOPICS.**

IN THE LIST of "Public Bills, Session 1893," issued on Monday last, we find the following entry:—"LAND TRANSFER [Lords] [443]—*Mr. Cust*—2nd reading [DROPPED]." Here, therefore, is an end to the fourth attempt to force on the public a measure which the public does not want. What may be the reasons for the abandonment of this misconceived Bill we do not know. It may be that Lord HERSCHELL, who weighs dispassionately and judges for himself all reasons addressed to him, has become convinced that the proposals of the Bill, if carried into effect, can result in nothing but disaster to land owners and land purchasers, and in serious injury to his own reputation as a lawyer and statesman. Or it may be that the official promoters of the measure found themselves caught in their own disingenuous trap. They had converted a Government Bill in the House of Lords into a Private Member's Bill in the House of Commons, with a view of slipping it through the House when no one was present to oppose—a scheme which the incessant vigilance of Mr. B. G. LAKE rendered abortive. Then when the winter session commenced they found themselves confronted with a pledge by the Government that no private members' Bills should be proceeded with. It may be that, not expecting that, by the instrumentality of Sir A. ROLLET, a door would be opened for some of these Bills, they precipitately abandoned their offspring. Whatever may be the reason for dropping the Bill, there is matter for congratulation. If Lord HERSCHELL is at length convinced that no Land Transfer Bill can be framed which will not entail more serious evils than it will cure, we shall never in this generation hear of the Bill again. If, on the other hand, the hungry Land Registry officials have been appeased by a promise that the Bill shall be reintroduced next year, solicitors can look forward with great confidence to the result. A fifth attempt will have less chance than the fourth; for the organization, which was commenced in 1889, has now been so perfected as to be readily available on any future occasion, and the success which has been achieved in the past is not likely to induce solicitors to remit their efforts in the future. Why does not our favourite contributor to the *Pall Mall Gazette* let us hear the why and the wherefore of the dropping of the Bill? Those eager building societies will want an explanation.

WE REGRET to learn that Mr. N. LINDLEY, one of the entering clerks of the Chancery Division, has retired, after many years' service, owing to continued ill-health.

THE QUESTION of a fresh transfer of actions to Mr. Justice ROMER has become pressing, and, though it is under consideration, the order was not, at the time of our going to press, definitely decided on.

SINCE THURSDAY in this week both divisions of the Court of Appeal have been occupied in hearing final appeals from the Queen's Bench Division, and, with the exception of Bankruptcy appeals in Court No. 1 and interlocutory Chancery appeals in Court No. 2, will continue to do so until there are sufficient Chancery appeals ready for hearing to require a change in Court No. 2. As regards Court No. 1, the new trial cases are very few, and there are no Bankruptcy appeals in the list at present.

DURING THE absence of Mr. Justice VAUGHAN WILLIAMS on circuit the whole of his business as an additional judge of the Chancery Division for the purposes of the winding up of companies, and in debenture-holders' actions transferred to him, will be taken by Mr. Justice WRIGHT, and an order for that purpose was made on the 7th inst., which will be found in another column, and which, as may be gathered from the terms in which it is expressed, only comes into operation when Mr. Justice VAUGHAN WILLIAMS leaves London.

THE APPOINTMENT of a commission to inquire into the means at present available in England for the identification of criminals, and to report upon the anthropometric systems associated with the names of M. ALPHONSE BERTILLON and Mr. FRANCIS GALTON is an event of no ordinary interest. A conviction has been gradually dawning upon the public, and even upon the police official's, mind that the old photographic methods of identification were far from perfect, and the miscarriage of justice in the case of BLAKE at the Central Criminal Court last summer made their revision inevitable. At the same time "Bertillonage" has been slowly gaining in popular favour. The old assertion that its results were unsatisfactory has long ago been disproved; and the more recent and equally hardy statement that anthropometric measurements would be contrary to the English law has been negatived by their express legalization in the Penal Servitude Act of 1891. Section 8 of that Act expressly enables the Secretary of State to make regulations as to the measuring and photographing of all prisoners who may for the time being be confined in any prison. It is to be hoped that the labours of the forthcoming commission will result in the embodiment of the anthropometric idea in the English system of prison discipline.

THE CASE of *Mighell v. The Sultan of Johore* raised several interesting questions of law. Does the adoption by an independent foreign sovereign of an incognito amount to a waiver of his sovereignty? There was no authority for an affirmative answer to this question; and on principle we should think that it required to be answered in the negative. There appears to be a difference, not in degree but in kind, between such a case as that of the Sultan of Johore and the cases of express or implied submission to English municipal jurisdiction with which we are all familiar. Again, could the Sultan of Johore be brought within the *ratio decidendi* in *The Duke of Brunswick v. The King of Hanover* (6 Beav. 1, 51)? The Divisional Court held that he could not; and it is difficult to see how any other decision was possible under the circumstances. The King of Hanover was a British subject, the Sultan of Johore was not. Moreover, it is clear that if the King of Hanover had been in a position to rely on his sovereignty, he would have been held not amenable to the jurisdiction. As a matter of policy as well as of law, we think the judgment in the *Johore* case a sound one. Our rules in regard to service out of the jurisdiction make quite a sufficient inroad upon the principles of international comity, and we have no desire to see their scope extended.

THE WORK of the Statutory Committee under the Solicitors

Act, 1888, during the year ending with the commencement of the recent Long Vacation, presents some interesting features. There were, we believe, 161 applications made to them, a number considerably in excess of those of the previous year; but of these 161 applications 18 were by solicitors to have their names removed from the roll at their own request. Of the remaining 143 applications no fewer than 74 shewed no case for inquiry; 16 were withdrawn by leave of the committee; 4 were struck out of the list; 1 was adjourned *sine die*; 33 were heard and reported on by the committee; and 15 were awaiting hearing. With 3 cases awaiting hearing at the commencement of the period referred to, there were 36 cases in all heard and reported on by the committee. In 4 of these cases the committee exonerated the solicitors, but in the remaining 32 cases they found that the charges were wholly or partially proved, and the reports were brought before the court at the instance of the society. Eighteen of these reports (affecting 17 solicitors) have been dealt with by the court, with the result that 10 solicitors (representing 11 cases) were struck off the roll (one being restored, by order of the Court of Appeal, on payment of all the costs, as between solicitor and client, of the inquiry before the committee and the application to the court). 5 were suspended from practice, and 2 were ordered to pay the costs of the hearing before the committee and the court. The result, it will be observed, is that in every case in which the committee reported that the charges were wholly or partially proved, punishment of some kind was inflicted by the court. This is a remarkable testimony to the care and skill with which the committee investigate and weigh the facts brought before them, but we believe it is only in accordance with previous results. Since the 1st of February, 1889, when the committee commenced their labours, there have been 539 cases in which they have had to arrive at a decision of one kind or another on complaints presented to them; and in only five of those cases has the court varied their decision. It may well, we think, be asked whether any other court of first instance can shew a similar record, or whether any other court can say, as we believe the committee can, that all the cases ready for hearing were heard, so that there were no arrears at the commencement of the new year? We may add, for the credit of the profession, that, out of the 539 cases, no fewer than 391 did not disclose any case requiring investigation. There has been one change during the past year in the constitution of the committee—Mr. JOHN HUNTER, the efficient and admirable chairman, who took up the office when Mr. B. G. LAKE was compelled by ill-health to resign it, was obliged, on his election as Vice-President of the Incorporated Law Society, to resign his membership of the committee. Happily Mr. LAKE was then able to resume his functions, and having been re-appointed by the Master of the Rolls as a member of the committee, was re-elected chairman.

IN THE CASE of *Somerset v. Earl Poulett* the Court of Appeal have given a decision of great importance on section 6 of the Trustee Act, 1888. The case turned also on section 8, but in that aspect it presented less difficulty. The defendants, Earl POULETT and others, were the trustees of a marriage settlement, under which the plaintiff, Mr. VERN SOMERSET, was entitled as tenant for life, and the other plaintiffs, his infant children, in remainder. In 1878 Mr. SOMERSET wished to have the existing trust funds realized, and the proceeds invested on mortgage of real estate in Shropshire. The trustees acceded to this, and upon valuation the property was reported to be worth £42,750. As events turned out, this was considerably too high, and even at the time it might have aroused suspicion, since the net income was only a little over £1,000. The valuation was made for the trustees, and the result was not communicated to Mr. SOMERSET. He was only told that the trustees had been advised, first, that £30,000, and then that a further £5,000, might be safely advanced. Ultimately, with Mr. SOMERSET's written consent, the whole of the trust funds, £34,612, were advanced on the mortgage. Subsequently the security proved to be deficient, and in the present action it was sought to make the trustees liable for a breach of trust. As regards the tenant for life they pleaded the Statute of Limitations, and *KEENE v. J.* (41 W. R. 536), held, and now the Court of Appeal have also held, that his claim was barred. Under section 8 of the Trustee Act, the statute applies



as though the claim was for money had and received, and when the alleged breach of trust is an improper investment, time runs from the date when the trustees last had the trust money in their hands—that is, from the time of the investment. An attempt was made to shew that the liability of the trustees was kept alive by the receipt of income by the tenant for life. Down to 1890 it was paid by the mortgagor to the tenant for life direct; but even treating this as equivalent to payment through the trustees, it could be no admission of their liability in respect of the breach of trust. It was, as pointed out in the Court of Appeal, a payment made simply as interest on the existing investment, not in respect of a sum due on a breach of trust; and it must have had this latter character to raise an implied promise to pay that sum, and so check the operation of the statute. In the result the breach of trust was held to be established, but time had run as against the tenant for life, though not as against the remainderman. Under the last sentence of section 8 (1) (b), time does not "begin to run against any beneficiary unless and until the interest of such beneficiary shall be an interest in possession." Consequently the trustees were held entitled to retain during the life of the tenant for life the income of the sum they had to replace.

THE TRUSTEES, on their side, asked for an order under section 6 impounding the interest of the tenant for life. This provides that "where a trustee shall have committed a breach of trust at the instigation or request or with the consent in writing of a beneficiary, the court may, if it shall think fit, . . . make such order as to the court shall seem just for impounding all or any part of the interest of the beneficiary in the trust estate by way of indemnity to the trustee." *KEKEWICH, J.*, holding that the instigation need not be in writing, and that the breach of trust had been committed at the instigation of the tenant for life, made the order; but the Court of Appeal have drawn a distinction of great importance. They agreed that the words "in writing" refer only to consent (*cf. Griffiths v. Hughes*, 40 W. R. 524), but they observed that the instigation must be an instigation to commit a breach of trust, not merely to invest the trust funds in a particular manner. Of course, if the proposed investment was not within the scope of the trust, the beneficiary would directly instigate a breach of trust; but where, as in the present case, he proposes an authorized investment, it is still the duty of the trustees to see that the particular security is a suitable one. The breach of trust consisted not in the investment on mortgage, but in the acceptance of a mortgage security of insufficient value. Though the tenant for life urged the mortgage on the trustees, the Court of Appeal held that with the valuation he had nothing to do. Moreover, *DAVEY, L.J.*, said that, even if the case fell within the terms of the section, yet, as the beneficiary was not fully informed of the circumstances, the court would not think it "just" to make any order. Trustees consequently who invest at the request of a beneficiary must be careful to make the beneficiary aware of the whole of the negotiations.

IF WE possessed an easily accessible Practice Court, where doubtful questions of procedure could be laid at rest as they arose, what a vast saving of valuable time, official and professional, would be effected! There are at present a whole crop of doubtful points of practice, arising mainly out of mere defects of editing contained in our Rules of Court. They are little stumbling-blocks in the practitioner's way, and over and over again, month by month, and year by year, they puzzle fresh minds, and cause fresh waste of time. They make the practitioner's course, from the issue of the writ to the entry of judgment, a species of obstacle race. Different obstacles lie about in the different paths of procedure leading to judgment, and the only reason they lie there from year to year, and cause daily waste of professional time and its money value, is because our system of procedure is too lofty to descend upon details so trifling as their removal. There is not one of them which would not be immediately removed by a reported judicial decision. Our system does not provide any means for obtaining such a decision except by a costly process (counting time as money) of appealing from one official to another until a divisional court is

reached consisting of two judges, who are more likely to disagree about such trifles of practice than about anything else. The only arrangement which our system does provide has been created by the need itself. Someone is found who is able and willing to shew practitioners the easiest way over the obstacles, and when such an one is found, people go to him. But the obstacles are still left lying there to hinder fresh arrivals. If only those in authority would realize that no unnecessary obstacle, however trifling, which wastes a solicitor's time, and does the same thing over and over again, is beneath their notice, they would perhaps realize also that the more trifling the obstacles are, the greater is the blame which attaches to them for not providing an effective system for their prompt removal. Let us have some machine which will work easily and effectually to clear these little hindrances out of the way. Call it a practice court, or a practice department, or what you will. Only let it be borne in mind that the real need is for a simple plan for bringing troublesome doubts as to matters of procedure to the mind of one of the judges, either *ex parte* or in the presence of parties, and to have the decisions duly recorded and published with authority.

THERE is nothing like a practical illustration to point a moral. In connection with the above remarks we will give an instance of the kind of obstacle to which we refer. Ord. 28, r. 2, says that a statement of claim, whether indorsed on the writ or not, may be amended once before reply, without order, provided it is done within four weeks from appearance. Ord. 64, r. 4, says no pleading shall be amended or delivered in the Long Vacation. In *Anlaby v. Pratorius* (20 Q. B. D. 764) it was clearly laid down that a special indorsement under ord. 3, r. 6, was a statement of claim and therefore a pleading. The words of *Fry, L.J.*, were, "I am clearly of opinion that the indorsement on the writ was the statement of claim." In *Murray v. Stephenson* (35 W. R. 666, 19 Q. B. D. 60) it was laid down with equal clearness that the special indorsement on a writ could be delivered at any time of the day or night—in other words, that being indorsed on the writ it could be delivered whenever the writ could be served, so that it could be delivered in the Long Vacation. There is still, however, one point in this connection which has never been decided, and which every Long Vacation puzzles a number of practitioners. A plaintiff issues and serves a specially-indorsed writ in the Long Vacation. After appearance he desires to amend his statement of claim under ord. 28, r. 2. Can he amend in the Long Vacation in face of ord. 64, r. 4? He can serve a writ specially indorsed, but can he deliver an amended statement of claim in the Long Vacation? There is no question here of his right to serve a writ, because he merely amends his statement of claim indorsed on a copy of the writ, and delivers it to the defendant's solicitor. That is delivery, not service; and it is also an amendment of a pleading in the Long Vacation contrary to the rule—if it applies. Moreover, if he does not amend within four weeks of appearance, he loses his right to amend at all without order. He must, therefore, decide for himself whether to amend or not, because no machinery exists in the court for deciding abstract points of practice with judicial authority. The same point has puzzled many minds for many years. A judge whose decision could be recorded might settle it once for all in five minutes. We will give one more example. Where a specially-indorsed writ is served, the defendant has ten days from the time limited for appearance wherein to deliver his defence (ord. 21, r. 6, and *Anlaby v. Pratorius, ubi supra*). He cannot deliver it in the Long Vacation, therefore the time does not run in the Long Vacation, but commences to run on the 24th of October. Where leave to defend is given on an application under order 14, a defendant has eight days to deliver his defence, unless otherwise specified in the order (ord. 21, r. 8). Orders giving leave to defend rarely specify any time. Where a specially-indorsed writ is served in the Long Vacation, and on application under order 14, leave is given to defend, the time begins to run on the 24th of October. If the defendant does not deliver it in time, judgment in default is entered immediately as a rule. When does the defendant's time expire? None of his time for defence under ord. 21, r. 6, having run in the Long Vacation, he might think that he had ten days from the 24th, inclusive, to deliver defence. On the other hand, as

he had leave to defend under order 14 in the Long Vacation, the plaintiff might think the defendant had only eight days from the 24th of October, inclusive, and that he could enter judgment in default on the ninth day. Which of the two would be right? It is easy to say that the plaintiff ought to wait to be on the safe side. But supposing he did wait, and another plaintiff suing the same defendant did not, and secured priority for his client, what would be the position of the solicitor who had waited towards his client? It is a little point, but it ought to be cleared up.

APROPOS of that silver oar which was triumphantly borne before Sir F. JEUNE in the procession of judges, we ventured to point out that, though it symbolized one branch of the learned President's jurisdiction, it was utterly inadequate as an emblem of the portion of his work which comes most prominently before the public; and we asked where was the symbol of the Divorce Division, and what was it? The query appears to have excited considerable interest, and we have been favoured with a variety of replies. One correspondent suggests that the "God of Love, who inappropriately adorns the Shaftesbury memorial," should be transferred to the Divorce Court. We may remark, however, that he would be heavy to carry up the Central Hall; and that the spectacle of his bow bent and arrow discharged in the direction of learned judges preceding Sir F. JEUNE in the procession would not be edifying. Another suggestion is that, while an old practice is being revived with regard to the silver oar, it would not be inappropriate to revive a still more ancient processional practice supposed to constitute a fit emblem for the Divorce Court. We decline to discuss the reasoning whereby this suggestion is supported. Passing over somewhat frivolous suggestions of silver models of "the grey mare," "Hymen weeping," and "a broken cage" (we suppose founded on MONTAIGNE's saying), we think that the most feasible idea yet propounded for a neat and effective symbol for the Divorce Court is based on the Arab proverb mentioned by QUITARD, "Le mariage est comme une forteresse assiégée; ceux qui sont dehors veulent y entrer, et ceux qui sont dedans veulent en sortir."

THE HOME SECRETARY has acted wisely in commuting the capital sentence passed on LEWIS, in the Limehouse murder case, to one of penal servitude for life. The circumstantial, or, as we prefer to call it, indirect, evidence against LEWIS was utterly inconclusive, and no student of legal history would have cared to have seen him sent to the gallows on a naked and uncorroborated confession of guilt. There are cases on record in which persons have been convicted and executed, on their own voluntary and deliberate confession, for crimes which it was subsequently demonstrated that they had never committed. It cannot be doubted that to this category belonged the revelations made by the mediæval witches as to the hideous mysteries of the *Sabbat*, and a number of instances are given by TAYLOR (Evid., vol. 1, p. 740) and GREENLEAF (Evid., s. 214, n. 2) in which, owing sometimes to insanity, sometimes to a desire to escape from the ills of life, and sometimes from "a pardonable anxiety to screen a relative or a comrade," men have falsely confessed to the commission of imaginary crimes. In view of these unpleasant incidents in our judicial annals, it would clearly have been unsafe to have carried out the capital sentence on LEWIS. His confession may have been true. But it may have been false; and the point made by the prosecution, that there was no evidence of delusion in LEWIS's case, by no means proves that it may not have been prompted by mental disease. Delusion is a note of insanity. But it is not a synonym for it.

THE CASE of *Re Macdonald, Sons, & Co. (Limited)* (reported elsewhere), which was an appeal from Mr. Justice VAUGHAN WILLIAMS, illustrates one of the purposes which founders' shares may be made to serve. The case did not turn upon any question relating to founders' shares as such, but it was a feature in the case that founders' shares were allotted to certain gentlemen of the medical profession. We observed last week upon

the practice of allotting founders' shares to people in order to induce them to take ordinary shares in a company. In *Re Macdonald, Sons, & Co. (Limited)* the founders' shares were intended to reward persons willing to assist the company's business by advertising it. LINDLEY, L.J., intimated that the court disapproved of this method of puffing the goods of the company through medical men; but the court removed the medical men to whom founders' shares had been purported to be allotted from the list of contributories, on the ground that there was no evidence of a contract to take other than fully paid-up shares, whereas, in fact, nothing had been paid on the shares and there was no registered contract.

IF A RECEIVER in a foreclosure action receives rents after the certificate and before the date fixed for redemption the foreclosure is reopened and further time given to the mortgagor (*Jenner-Fust v. Needham*, 34 W. R. 409, 32 Ch. D. 582). This makes foreclosure so long and expensive that practitioners will do well in such cases to adopt the form of order settled by KEKEWICH, J., in *Barber v. Jeckells* (W. N., 1893, p. 91; see 3 Seton, 1577 add.), and adopted last week by CHITTY, J., in *Christy v. Godwin* (ante, p. 10). Under this form the mortgagee gives credit in advance for a sum enough to cover all moneys likely to be received by the receiver before the date fixed for foreclosure absolute. As pointed out by KEKEWICH, J., it is to his interest to give credit for a sufficient sum, because if, for instance, he gives credit for £100 only, and the receiver receives £120, the foreclosure would, after all, have to be reopened.

#### THE LOCAL GOVERNMENT BILL, 1893.

##### I.

THE Bill "to make further provision for local government in England and Wales," which is now before Parliament, and is commonly spoken of as the "Parish Councils Bill," is a measure of first rate importance and extensive aims. As is natural in any legislation dealing with so complex a subject as local self-government in this country, it teems with difficulties. Detail in such a measure becomes almost of as great moment as principle, and it is essential that before it becomes law it should be scrutinized clause by clause, paragraph by paragraph, if anything like a workable piece of machinery is to be produced. How far this scrutiny can be carried out in the brief space which is likely to intervene between the last stage of the Employers' Liability Bill and the rising of Parliament before Christmas is a problem upon which it would be rash to speculate. It is at least fortunate that both the great parties in the House appear to be approaching the subject in a spirit of moderation, and to be really desirous of making the Bill as perfect as the intrinsic difficulties of the subject and the limited time at their disposal will permit.

The object of the Bill is well known—in a word, it is intended to complete the scheme of local government which was initiated by the creation of the county councils in 1888. To carry this out the parish is taken as the unit; the inhabitants of the parish in vestry assembled become the parish meeting, i.e., the meeting of the persons registered in such portions of parliamentary and local government registers as relate to the parish. We may note, in passing, that this is no mere change of words: the old vestry meeting is a meeting of ratepayers, the parish meeting created by the Bill is far from being confined to that class. It has, however, several very important powers entrusted to it, notably that of adopting several Acts (referred to in the Bill as "the adoptive Acts"), the adoption of which has hitherto been in the power of the vestry. These Acts relate to lighting and watching, the provision of baths and washhouses, cemeteries, public improvements, such as promenades and recreation grounds, and public libraries. Under the existing law the power to adopt these Acts, although vested in the ratepayers upon whom the cost of putting them into execution will fall, is fenced about by precautions which vary in the case of different Acts, but which, speaking generally, relate to the majorities which are required before the adoption of any particular Act



can be carried; here there must be a two-thirds majority of persons voting; there a poll may be demanded, and an actual majority of all the ratepayers in the parish must vote for the adoption. One of the Acts (the Public Improvement Act, 1860) only relates to parishes of a population of five hundred and upwards. In the present Bill all these restrictions appear to be swept away. By section 7 "the parish meeting shall exclusively have the power of adopting . . . the adoptive Acts," and no mention is made as to retention of any of the existing checks; and this although the body which has the power of adopting is not the body upon whom the costs consequent upon adoption will fall.

But the bulk of the powers of the parish are to be exercised through the parish council, a body of persons to be elected by the parochial electors in parish meeting; the councillors need not, according to the Bill, be themselves parochial electors or (apparently) have any connection with the parish. The parish council is, in most respects, to supersede the vestry, churchwardens, and overseers; but an important exception is that "affairs of the Church" and "ecclesiastical charities" are to remain untouched. Such, at least, seems to be the intention of the responsible promoters of the Bill, but the measure as it stands interferes in no trifling degree with matters which have hitherto been considered to be exclusively within the province of the Church. Not unnaturally these clauses of the Bill have alarmed the Church party, but there is little doubt that in this respect definitions will be framed, and amendments agreed upon, which will bring the Bill into harmony with authorized statements as to its scope.

But in purely secular matters the parish council is to be a body with no mean powers, some of them of a very vague description—for instance, power is given (by section 8) "to utilize any supply of water within their parish," and "to acquire any right of way, easement, or other right whether within or without their parish the acquisition of which is beneficial to any inhabitants of the parish"; these powers can hardly be intended to be left in their present sweeping form. There is also power to acquire land by agreement, and compulsory powers may be obtained by means of a representation to the superior body, the district council, and a consequent application to the Local Government Board. That board may, under the Bill, grant compulsory powers, and they are not to require confirmation by Parliament; further, where such compulsory powers have been granted, an arbitrator is not to make any additional allowance in respect of the purchase being compulsory. These provisions—which involve, in the cases to which they extend, the substitution of a departmental for a Parliamentary sanction to a compulsory taking of land and an abolition of any compensation for the fact of disturbance—are serious matters and will require careful consideration.

Very important, again, are the provisions as to the expenditure which may be incurred by parish councils. The checks which are put upon the incurring of any excessive expenditure are (1) the consent of the constituency—the parish meeting, and (2) the approval of the superior body—the district council: without such consent and approval the parish council cannot incur any expense which will involve a loan or will involve a rate exceeding a penny in the pound for any local financial year. These are wise restrictions, but are they sufficient? It is not quite clear, in the first place, whether under the restricting section (10) an extra penny may be added to the rate each year, and in the second place, rates levied to defray expenses incurred under the adoptive Acts, and expenses which have already been consented to and approved are excluded from consideration for the purpose of the limit of rate. Borrowing powers are conferred similar to those now enjoyed by local authorities under the Public Health Act, and power is given to trustees to transfer to a parish council trust property which is held for parochial (non-ecclesiastical) purposes. These, with certain powers of consent to the stopping up of footpaths, constitute the features of the Bill which seem to require most consideration so far as it deals with parishes only, but, as has been remarked above, careful consideration is required for every detail of a Bill which deals with local government in England.

Another serious question arises with regard to the provisions of the Bill as to grouping small parishes so as to make one unit;

anyone who has had experience of rural life, of the jealousies and differences which often divide neighbouring parishes and make their union for common parochial purposes a practical impossibility, must know how difficult would be the grouping of such parishes by the county council (as the Bill proposes) or by any other authority. But in this, as in many other respects, the Bill is very far from being in its final shape, and it would be premature to condemn a work which is still beneath the chisel.

The Bill is, as we have remarked, often called "The Parish Councils Bill," and the preceding remarks would appear to justify the title; but parish councils only form a part of the scheme of local government which the Bill seeks to establish: we hope to deal with the remaining parts in another article.

#### MALICIOUS PROSECUTION OF CIVIL ACTIONS.

THE judgment of the Master of the Rolls in *Rayson v. The South Metropolitan Tramways Co.* (1893, 2 Q. B. 304), suggests, though it does not decide, the question whether an action will lie for maliciously prosecuting a civil action. The tramway company had summoned the plaintiff for having, whilst travelling on the tramway, avoided, or attempted to avoid, payment of her fare, an offence for which she would, under the Tramways Act, 1870, be liable to a penalty of forty shillings. By section 56 of the Act all penalties may be recovered before two justices, in manner provided by the Summary Jurisdiction Acts. The whole argument of the appellants was directed to the point that the proceedings taken to enforce these penalties were not in respect of any criminal matter, and that consequently an action for malicious prosecution would not lie. Lord Esher, however, in his judgment said: "I am not prepared to say that if the proceedings taken against the plaintiff in this case were not criminal proceedings the action would not lie if those proceedings were taken without reasonable and probable cause and maliciously." The court holding that the proceedings were criminal, it became unnecessary to decide whether an action would lie if the proceedings had been civil; but there is considerable authority for holding that such an action would lie.

*Arundell v. White* (14 East, 216) was an action for maliciously arresting and imprisoning the plaintiff upon a plaint for debt in the Sheriff's Court in London without reasonable or probable cause. *Brooke v. Carpenter* (3 Bing. 297) was an action against the defendant for maliciously lodging against the plaintiff, when a prisoner in the Fleet, a detainer, and detaining her, in an action on a bill of exchange for £10, having at that time no reasonable or probable cause for such detainer. In *Pierce v. Street* (3 B. & Ad. 397) the defendant had maliciously and without reasonable or probable cause, sued out a writ indorsed for bail for £66, and caused the plaintiff to be arrested for that sum. The declaration alleged that the defendant had not any reasonable or probable cause of action against the plaintiff of £66, and had discontinued the action. A verdict was found for the plaintiff, and a rule to enter a nonsuit afterwards discharged. In *Furley v. Danks* (4 E. & B. 493) the declaration alleged that the defendant falsely and maliciously and without reasonable and probable cause filed a petition for adjudication of bankruptcy against the plaintiff (who was a trader), and falsely and maliciously and without reasonable or probable cause caused and procured the plaintiff to be declared a bankrupt. The adjudication was afterwards annulled. The jury found a verdict for the plaintiff, and a rule for a nonsuit was discharged. *Redway v. McAndrew* (L. R. 9 Q. B. 74) was an action for malicious arrest of a ship; and in *The Quarts Hill Gold Mining Co. v. Eyre* (11 Q. B. D. 674) the Court of Appeal made a rule absolute for a new trial, the court below having held that no action would lie for maliciously instituting proceedings in liquidation against a company without proof of special damage.

The above cases shew that the mere fact that the proceedings are civil, and not criminal, is immaterial. The gist of the action in those cases was injury either to the person or credit of the plaintiff. Criminal proceedings, no doubt, generally involve injury to one or the other or both, which civil proceedings nowadays rarely do; for a defendant cannot now, as he could formerly, be arrested before judgment on a civil charge

except under a judge's order upon due proof that the plaintiff has a good cause of action against him for £50, and that he is about to leave the country, and that by so doing he will prejudice the plaintiff's remedy (32 & 33 Vict. c. 62, s. 6); but there is a reason to suppose that an action will lie for maliciously procuring an arrest under a judge's order (see *Daniels v. Fielding*, 16 M. & W. 200). The criminal nature of the proceedings is, therefore, a mere accident, and no part of the gist of the action.

That an action will lie for maliciously and without reasonable or probable cause bringing a civil action in the ordinary way cannot, however, now be asserted without a qualification, though the older authorities were in favour of such an action. In Rolfe's Abr. (Action on the Case, H., pl. 1) it is said, "If a man sue an action of debt against me in the name of J. S. without the authority of J. S. I shall have a good action on the case against him for this vexation." In *Atwood v. Monger* (Style, 378) Rolfe, C.J., said: "I hold that an action on the case will lie for maliciously bringing an action against one where he had no probable cause; and if such actions were used to be brought it would deter men from such malicious courses as are too often put in practice." Again in *Water v. Freeman* (Hob. 266) it is laid down that "if a man sue me in a proper court, yet if his suit be utterly without ground of truth, and that certainly known to himself, I may have an action on the case against him for the undue vexation and damage he putteth me to by his ill practice, though his suit itself be legal and I cannot complain of it as a suit." Generally, however, there is no injury to the credit and, nowadays, no trespass to the person of the defendant in a civil action, and in *Cottrell v. Jones* (11 C. B. 713) it was held that no action for maliciously bringing a civil action would lie without proof of special damage. If this can be proved the action will lie, but it is very seldom provable, because in nearly all civil proceedings there is now power to award costs to a successful defendant. It is true that he is nearly always put to expenses over and above the costs he recovers from the other side on taxation, but such expenses not being strictly necessary are not considered legal damage (*per TALEFOURD, J.*, in *Cottrell v. Jones*, *supra*).

Whether in *Rayson v. The South Metropolitan Co.* the bringing the plaintiff before a magistrate on the charge there laid would be a sufficient injury to sustain a cause of action without proof of special damage is a question of some nicety. It is conceived that it would be sufficient. But if not, the question of special damage would arise, and would be settled one way or the other, according as the justices had or had not power to award costs. At any rate, the stress laid by the appellants on the question whether the proceedings before the justices were criminal or civil shews, it is submitted, some slight misapprehension as to the nature of the action.

## REVIEWS.

### PRIVY COUNCIL LAW.

**PRIVY COUNCIL LAW. A SYNOPSIS OF ALL THE APPEALS DECIDED BY THE JUDICIAL COMMITTEE (INCLUDING INDIAN APPEALS) FROM 1876 TO 1891 INCLUSIVE; TOGETHER WITH A PRÉCIS OF ALL THE IMPORTANT CASES FROM THE SUPREME COURT OF CANADA IN WHICH SPECIAL LEAVE TO APPEAL HAS BEEN GRANTED OR REFUSED, OR IN WHICH APPEALS HAVE BEEN HEARD.** By GEORGE WHEELER, Barrister-at-Law (of the Judicial Department of the Privy Council). (Published by permission of the Lord President of the Council.) Stevens & Sons (Limited).

"Two motives," says Mr. Wheeler in his preface, "have induced me to publish this work. When the original notes of the cases were in manuscript a resort to them was often found useful in bringing to the recollection of the judges—and not infrequently to the barristers—and points of practice which have not been mentioned in any of the ordinary law reports. As years went on, and the manuscript increased to large proportions, it became a question whether the synopsis, covering as it does every appeal heard in the council chamber for sixteen years, should not be put in print." Mr. Wheeler's second incentive, he states, arose from the important changes made during the period, not only in the constitution of the Judicial Committee itself, but also in the additions made to the empire. "The area of judicial authority and precedent keeps on growing more perfect, and yet increases year by year, a more than abundantly fruitful epoch of development having marked the time

now under review." These quotations sufficiently shew the nature and object of the work. It is not a volume of reports in the ordinary sense. In recording any particular case it gives short notes of the facts—or rather such broken words and phrases as serve to indicate the facts—and states the result of the appeal. Usually also the grounds of the decision are briefly stated, and in many cases short passages or dicta from the judgment are given. Under the special circumstances of the Judicial Committee the volume will doubtless be found convenient. Some useful notes are added, such as that at page 531, enumerating the cases of alleged "contempt" which have been dealt with in the Privy Council since the establishment of the Judicial Committee.

### LAW QUARTERLY REVIEW.

**THE LAW QUARTERLY REVIEW.** Edited by Sir FREDERICK POLLOCK, Bart. October, 1893. Stevens & Sons (Limited).

The current number of the *Law Quarterly Review* contains an interesting article by Sir Howard Elphinstone on "What is a *Chose in Action*?" According to the definitions given by Blackstone and other authorities, the term may include all property of which the owner is out of possession, and also damages recoverable for torts. Property of which the owner is out of possession the writer divides into—(1) Where it is a specific chattel, including goods purchased, but not delivered; (2) where it is a contract, not being a contract for the sale of goods, or where it is money payable otherwise than under a contract; (3) patents, copyrights, and trade-marks. At the present day, however, Sir Howard Elphinstone concludes, the phrase is never used in the meaning of a right of action in respect of a tort; and it is, perhaps, doubtful whether it includes patents, copyrights, and trade-marks. Moreover, of the other rights enumerated, it is not usually applied to specific chattels of which the owner is out of possession. In the case where these are bailed, though a special property, or, more properly, the right to possess, is vested in the bailee, yet the ownership remains in the bailor. More commonly the phrase "*chose in action*" is used only "in cases where the owner has rights against a person (which includes a corporation) under a contract, or for the payment of money other than under a contract." This definition, it will be noticed, includes shares in a company (see *Colonial Bank v. Whinney*, 11 App. Cas. 426). To the articles on "The Reorganization of Provincial Courts," by Mr. W. H. Owen, and on "The Happy Despatch," by Mr. H. M. Humphry, we have already called attention. Mr. A. Turnour Murray discusses the troublesome question of the indemnity of an executor continuing a testator's business. Certainly an executor who does such a thing undertakes a very hazardous duty. He is personally liable to the whole extent of his fortune for all debts, and he can indemnify himself only out of the fund which the testator has authorized him to employ in the business; and this, in the absence of express direction, seems to be only so much of the estate as was actually employed in the business at the time of the testator's death. Mr. Murray suggests that the executor should be enabled to limit his personal liability to the amount he is authorized by the will to employ in the business, and that for this purpose he should register the will and add "executor" after his name. Doubtless the creditors would thereby get all the security they deserve. The plan would also be an important step in the direction of extending the principle of limited liability to individuals. "A Doubt on the Statute of Frauds," by Mr. E. C. C. Firth, deals with the doctrine, acted upon in some recent cases, that in an action on a written contract, which has afterwards been altered verbally, the defendant may rely on the verbal alteration as rescinding the original contract, while at the same time he may plead that the contract, as altered, is not enforceable. This is inconsistent with the decision of the Exchequer Chamber in *Noble v. Ward* (L. R. 2 Exch. 135), and in a note the editor intimates his surprise that any court below the House of Lords should hold itself free to disregard a "unanimous and quite modern decision" of that court. The number also contains "Contract by Letter," by Mr. Innes, late Judge of the High Court, Madras; "Our Indian Protectorate," a review by Sir Alfred Lyall of Mr. Tupper's recent book with that title; and "The Last Days of Bondage in England," by Mr. J. S. Leadam, who appears to have devoted to the subject a vast amount of research.

### BOOKS RECEIVED.

**Estoppel by Matter of Record in Civil Suits in India.** By L. BROUGHTON, Barrister-at-Law. Henry Frowde; Stevens & Sons (Limited).

**Waterlow Brothers & Layton's Legal Diary and Almanac for 1894.** Waterlow Brothers & Layton (Limited).

**A Constable's Duty and how to do it (in reference to the Administration of the Criminal Law).** Together with a Concise Criminal Code and an Appendix of Indictable Offences Triable Summarily. Compiled more particularly for the use of County and Borough



Constables. By THOS. MARRIOTT, a Solicitor of the Supreme Court, assisted by an Inspector of County Police. Reeves & Turner.

The Law relating to Covenants in Restraint of Trade. By JOSEPH BRIDGES MATTHEWS, Solicitor. Sweet & Maxwell (Limited).

## CORRESPONDENCE.

### FOUNDERS' SHARES.

[To the Editor of the Solicitors' Journal.]

Sir,—In connection with your remarks on "Founders' Shares" in your last issue, those who are interested in the subject will find a useful article on the topic in the *Incorporated Accountants' Journal* for October, 1892, a periodical which appears to be placed in every law library. There is also given in the January, 1893, number a curious account of the finding between the pages of an old book of a voucher for valuable "Founders' Shares," the discovery of which rescued the careless owner of them from the East-end poverty in which he was plunged.

T. F. UTLEY.

17, Brazen-nose-street, Manchester.

### THE LAND TRANSFER BILL.

[To the Editor of the Solicitors' Journal.]

Sir,—I cannot but think that if the supporters of this Bill could realize how unreliable is the contention that registration of title means in practice abroad cheapness and simplicity, there would be few in favour of this measure. A little practical experience is the best test, and I may, therefore, be permitted to furnish two cases.

In one, in the United States, I have to deal with a loan of £1,200 from the lender to the borrower on twelve mortgages of building land in a large town. The principal and interest being in arrear, I am foreclosing, and find the exact cost of so doing to be £126, and the delay most wearisome.

In another case, in France, I have had, on behalf of a third mortgagee, to take up the first and second mortgages. In addition to the costs, which have been very heavy, I have, with every expedition, been delayed for one year and nine months by the ever-recurring difficulties of title.

Germany has also been a field for almost similar experiences.

With these facts before us I am quite sure that if only a commission of inquiry be instituted by the House of Commons, compulsory registration will be denied.

May I also add, as a solicitor to a large bank, the suggestion that the bankers of England, either individually by signing a separate petition, or collectively through the Bankers' Association, might add great weight to the opposition? Customers who want and now obtain ready assistance from their bankers on deposit of deeds little know how vain will be their hopes for help if registration be the order of the day.

COUNTRY SOLICITOR.

Nov. 3.

### DIARY FOR LAWYERS, 1894.

[To the Editor of the Solicitors' Journal.]

Sir,—I see in your current issue a review of this book, but there is an error on page 150 of the Diary as to patent fees which ought to be corrected. The annual fees due in lieu of £50 and £100 are reduced now, as the late Chancellor of the Exchequer (Mr. Goschen) provided in his Budget for a reduction in the renewal fees. All fees due on and after the 30th of September, 1892, will be as under:—

Before the end of the 4th year	£3
" " 5th "	6
" " 6th "	7
" " 7th "	8
" " 8th "	9
" " 9th "	10
" " 10th "	11
" " 11th "	12
" " 12th "	13
" " 13th "	14

On good cause being shewn for non-payment, the taxes may be paid with a fine of £1 within one month, £3 within two months, or £5 within three months.

The notification of these reductions in the table given in the Diary will add to its usefulness.

T. F. UTLEY.

17, Brazen-nose-street, Manchester.

Lord Bowen, the recently appointed Lord of Appeal in Ordinary, was to begin his duties on Thursday sitting with the judicial members of the House of Lords to hear appeals.

## NEW ORDERS, &c.

### WINDING-UP BUSINESS.

#### ORDER OF COURT.

Tuesday, the 7th day of November, 1893.

Whereas by the order, dated the 26th day of March, 1892, it was ordered that on and after the 8th day of May, 1892, the jurisdiction of the High Court, under the Companies (Winding-up) Act, 1890, should, until further order, be exercised by the Honourable Mr. Justice Vaughan Williams, sitting and acting for the purpose of the exercise of such jurisdiction as an additional judge of the Chancery Division, and that the said judge should, on and after the day aforesaid and until further order, be the judge of the High Court assigned for the purpose of the exercise of that jurisdiction, pursuant to the Companies (Winding-up) Act, 1890. And whereas certain actions brought against companies, the winding up of which is proceeding before the said judge, have, by subsequent orders, been transferred and assigned to the said Mr. Justice Vaughan Williams as such additional judge of the Chancery Division. And whereas the Honourable Mr. Justice Wright has, at my request and with the concurrence of the Lord Chief Justice of England, consented to sit and act as an additional judge of the Chancery Division for the purpose of exercising such jurisdiction as aforesaid, and dealing with such actions during the absence on circuit of the said Mr. Justice Vaughan Williams. Now I, the Right Honourable Farrer, Baron Herschell, Lord High Chancellor of Great Britain, do hereby order that the several causes and matters so assigned, or to be assigned, to the said Mr. Justice Vaughan Williams as such additional judge, be transferred and assigned to the said Mr. Justice Wright during such absence. And I do also order that such of the said causes and matters as remain undisposed of on the return of the said Mr. Justice Vaughan Williams be re-transferred (without further order) to the said Mr. Justice Vaughan Williams. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

HERSCHELL, C.

### COMPANIES (WINDING-UP).

#### NOTICE.

By order of the Lord Chancellor, dated November 7, 1893, the following actions have been transferred to the Hon. Mr. Justice Vaughan Williams (sitting as an additional judge in the Chancery Division):—

CHITTY, J.—Between Henry John Robinson and Another (Plaintiffs) v The Montgomeryshire Brewery Co. (Limited) (Defendants) 1893 R 1,559

CHITTY, J.—Between Robert Fowler Butler and Another (Plaintiffs) v The Montgomeryshire Brewery Co. (Limited) (Defendants) 1893 B 3,782

KKEWICH, J.—Between William May and Another (Plaintiffs) v Walters (Limited) (Defendants) 1893 M 2,165

STIRLING, J.—Between Elizabeth Lynn (Plaintiff) v Walters (Limited) (Defendants) 1893 L 1,877

KKEWICH, J.—Between Ernest Thomas Wilkins (Plaintiff) v The Architectural Pottery Co. (Limited) and Others (Defendants) 1893 W 1,039

KKEWICH, J.—Between Edmund Broderip (Plaintiff) v A. Salomon & Co. (Limited) (Defendants) 1893 B 4,793

CHITTY, J.—Between George Ogden Talbot (Plaintiff) v The Montgomeryshire Brewery Co. (Limited) (Defendants) 1893 T 1,423

STIRLING, J.—Between John Osborne and Others (Plaintiffs) v William Adams and Others (Defendants) 1891 O 1,264

### THE LAND TRANSFER BILL.

On the 3rd of November a deputation waited on the Hon. W. F. D. SMITH, the member for the Strand Division, to express the views of solicitors in his constituency as to the proposed Land Transfer Bill, and was very courteously received by the honourable member.

Mr. OSWALD MILNE introduced the deputation, which consisted of Mr. John Hunter (vice-president of the Incorporated Law Society), Mr. Benjamin Greene Lake (an ex-president), and Mr. Henry Webb. The president of the Law Society would have been present but was unavoidably prevented. Mr. Milne briefly stated the objections to certain features of the Bill—viz., its compulsory character, and the great obstacles it would put in the way of equitable mortgages. He also suggested that, if passed at all, it should not be without due inquiry as to its possible effects.

Mr. JOHN HUNTER then entered into a thorough criticism of the defects of the measure, and made some very telling points against it, and especially shewed clearly that the registration proposed under the Bill was not only no real safeguard, but might even be very dangerous to landowners.

Mr. SMITH appeared much impressed with the various points brought forward, and said that he considered the Bill ought not to be compulsory.

Mr. BENJAMIN GREENE LAKE then stated some of his experiences of registration of title, all of which seemed to shew that it was only a source of annoyance and expense, and that it acted in some cases as a deterrent to purchasers.

## CASES OF THE WEEK.

## Court of Appeal.

**THOMAS FIRTH & SONS (LIM.) v. DE LAS RIVAS AND ANOTHER—**  
No. 1, 6th November.

PRACTICE—WRIT—SERVICE OUT OF JURISDICTION—FOREIGNER—NOTICE OF WRIT—"PROPER PARTY"—ORD. 11, r. 1 (g).

Appeal from a decision of the Divisional Court (Cave and Wright, JJ.) refusing to set aside a writ of summons and service thereof out of the jurisdiction. The action was brought to recover the balance of the price of goods sold and delivered under a contract made by the plaintiffs, a Sheffield firm, with the defendants. There were two defendants, de las Rivas, a Spanish subject domiciled and resident in Spain, and Sir Charles M. Palmer, an English subject, and they carried on business in partnership at Bilbao, in Spain. The contract was made at Bilbao in the French language, and under it the plaintiffs agreed to manufacture and deliver certain gun materials to the defendants at Jarrow or Bilbao, at the defendants' option, the price to be paid in English money in London or Paris, at the defendants' option. The defendants elected to take delivery at Bilbao and to make the payment in Paris. The plaintiffs brought this action against the defendants individually, and served the writ upon Sir Charles M. Palmer in England. The plaintiffs thereupon obtained leave under ord. 11, r. 1 (g), to issue a concurrent writ and to serve notice thereof on the defendant de las Rivas out of the jurisdiction. De las Rivas appeared under protest, and moved to set aside the writ and service thereof. The Divisional Court refused his application, but made an order that no judgment should be signed against him nor execution issued against him except by leave of the court or a judge. De las Rivas appealed, and the plaintiff gave cross-notice of appeal against the limitation so imposed. By ord. 11, r. 1, "service out of the jurisdiction of a writ of summons or notice of a writ of summons may be allowed by the court or a judge whenever (g) any person out of the jurisdiction is a necessary or proper party to an action properly brought against some other person duly served within the jurisdiction." It was contended on behalf of the appellant that though the rule would, taken literally, cover this case (it being admitted that the action was properly brought against Sir Charles M. Palmer, who was served within the jurisdiction), yet the court would limit the language and "not construe it so as to bring within the jurisdiction persons who neither by nationality nor by residence are capable of being made subject to the jurisdiction": *per* Cotton, L.J., in *Russell v. Camberford* (37 W. R. 701, 23 Q. B. D. 526). It was also contended that in *Massey v. Heynes* (36 W. R. 834, 21 Q. B. D. 330) this point was not taken, and therefore that decision was not conclusive of the point.

THE COURT (LORD ESHER, M.R., and LOPES and KAY, L.JJ.) dismissed the appeal and allowed the cross-appeal.

LORD ESHER, M.R., said that this rule had been considered in *Massey v. Heynes*, and the very point now taken was before the court and dealt with, especially by Lindley, L.J., in his judgment. That decision had been taken in subsequent cases (see *The Elton*, 39 W. R. 703; 1891, P. 265) as an authoritative construction of the rule. The court must now follow that case, and it could only be questioned in the House of Lords. The appeal must therefore be dismissed. As regards the cross-appeal, Wright, J., seemed to have said that he made a general rule of imposing such a limitation in all such cases. His lordship could not agree with that. Nor could he see any reason, in this particular case, for imposing it. He could see no reason why the plaintiffs, if they obtained judgment, should not have the full advantage of it. The cross-appeal must therefore be allowed.

LOPES, L.J., concurred. *Massey v. Heynes* governed this case. Any doubt that he might have entertained as to whether ord. 11, r. 1 (g), applied to foreigners residing abroad were removed by the words "notice of a writ" at the beginning of the order. Unless it were intended that the sub-rule (g) should apply to foreigners residing abroad, care would have been taken to exclude those words from applying to that sub-rule.

KAY, L.J., concurred. *Massey v. Heynes* was conclusive as to the construction of the rule. It clearly decided that ord. 11, r. 1 (g), included a foreigner resident out of the jurisdiction. *Massey v. Heynes* was not nearly so clear a case as this. In this case one partner was ordinarily resident in England, and he was served with the writ; the other partner, who was a foreigner residing in Spain, was a "proper party" to the action, and the rule applied to this case in letter and in spirit. He (the Lord Justice) could not see how any other construction of the rule could be arrived at, as the words "notice of a writ," which applied to foreigners, were in rule 1. As regards the cross-appeal, Wright, J., said that in all cases where a foreigner was served abroad under this rule (g) he imposed the limitation. There was nothing of that kind in the general orders of the court, and to impose this limitation as a general rule would be to alter or add to the general orders of the court. Nor had any special ground been shown in this particular case for imposing the limitation.—COUNSEL, J. Lawson, Walton, Q.C., and Scott Fox; DANCKWERTS. SOLICITORS, Maples, Treadale, & Co., for Leitch, Dodd, Bramwell, & Bell, Newcastle-upon-Tyne; T. J. Baillie, for Broomhead, Wightman, & Moore, Sheffield.

(Reported by W. F. HARRY, Barrister-at-Law.)

**BUTLER v. BUTLER (THE QUEEN'S PROCTOR INTERVENING)—C. A.**  
No. 2, 2nd November.

DIVORCE—PETITION—VERDICT—DECREE NISI—DECREE RESCINDED—SECOND SUIT BETWEEN SAME PARTIES—"RES JUDICATA."

This was an appeal from a decision of the President of the Probate,

Divorce, and Admiralty Division. The questions were, (1) Whether a verdict in a suit brought by a wife against a husband for dissolution, which established that the latter had been guilty of adultery and cruelty, and which was followed by a decree nisi, was conclusive evidence of such adultery and cruelty in a subsequent suit between the same parties in which the husband sought similar relief against his wife; and (2) If it were, whether, by reason of the decree nisi being rescinded upon proof by the Queen's Proctor that material facts had been collusively withheld from the knowledge of the court, that fact caused such verdict and decree not to be conclusive evidence of the husband's guilt, which otherwise it would be. The facts, shortly, were these. In 1887 and 1888 Robert Butler and Emma, his wife, presented cross petitions for dissolution of marriage. On the trial it was, on the second day, intimated to the court that an agreement had been come to between the parties in accordance with which certain charges of adultery against the husband were to be withdrawn and one only insisted upon, and the husband's charges against the wife were to be withdrawn. The case, however, proceeded, and the jury found that the husband had been guilty of cruelty and adultery, and Butt, J., thereupon pronounced a decree nisi upon the wife's petition. Subsequently, upon the intervention of the Queen's Proctor and proof that material facts had been collusively withheld from the knowledge of the court, and Butt, J., rescinded the decree nisi, and his judgment was affirmed by the Court of Appeal (34 SOLICITORS' JOURNAL, 194, 38 W. R. 390, 15 P. D. 66). In 1891 the husband filed a second petition for dissolution, basing his claim on the same charge of adultery as had been made by him in the first suit; the wife filed no answer and a decree nisi was pronounced. The Queen's Proctor then again intervened, on the ground that by the finding of the jury and the judgments of the court in the previous suit the husband was estopped from proceeding with the second, the matter being *res judicata*. The case came before the President in March, 1893, when his lordship held the facts of collusion and adultery and cruelty which had been found by the jury in the first suit must, on the authority of *Conradi v. Conradi* (16 W. R. 1023, L. R. 1 P. & D. 514), be regarded as conclusive, but that the husband might shew that such collusion was not in regard to the second suit, and that as to the adultery and cruelty there were circumstances to induce the court not to withhold the relief he asked. At the trial in May, however, his lordship considered there was no reason upon the evidence—though fresh evidence was adduced—for the court to exercise its discretion to grant relief. The husband appealed.

THE COURT (LINDLEY, A. L. SMITH, and DAVEY, L.JJ.) dismissed the appeal.

A. L. SMITH, L.J. (delivering the judgment of the court), said that a decree in the Divorce Court, whether nisi or absolute, was a judgment of that court founded upon the verdict given. Sir James Wilde pointed that out in *Bancroft v. Bancroft and Rumney* (3 Sw. & T. 597). That judgments were conclusive *inter partes* respecting the point directly decided therein was beyond dispute: see what Parke, B., said upon this subject in *Boileau v. Rutlin* (2 Exch. 665) and *Newington v. Levy* (19 W. R. 473, L. R. 6 C. P. 180). It was upon that principle Lord Penzance proceeded in *Conradi v. Conradi*. It could not be doubted, if in the present suit the decree nisi had remained unrescinded or been made absolute, that then the verdict and decree in the first suit would have been conclusive evidence in the second of the husband's cruelty and adultery. Then the second question arose, whether the fact of the decree nisi being rescinded made any difference—whether it was as if no judgment had been given at all. In ordinary actions at law or issues directed by a court of equity a verdict given therein and not followed by a judgment was no evidence at all, the reason being that there was nothing to shew that the verdict had not been set aside or might not have been acted upon (*O'Connor v. Malone*, 6 Cl. & F. 596, *per* Lord Cottenham). In ordinary cases, if a verdict was followed by judgment and the judgment was afterwards set aside, the verdict fell with the judgment. In such cases a judgment was set aside upon the ground that the verdict was obtained by fraud or misdirection, or against evidence, or by surprise or some other means which shewed that the verdict could not be supported, and consequently a judgment thereon was erroneous. But how did that apply to the present case? Here the verdict was followed by judgment, and no fraud or error existed in the obtaining of the verdict, which was unimpeached, and upon which the decree nisi was founded. The decree would have remained in force, and would have become absolute, had it not been that, *dehors* the verdict and altogether unconnected therewith, it was subsequently discovered that the husband and wife had been guilty of conduct which disentitled them from reaping the benefit of the decree which they desired. The material facts suppressed related to the conduct of the wife and not to the conduct of the husband. If any evidence favourable to him had been suppressed, it had been intentionally suppressed by him, and he ought not to be allowed to reopen the case, which had been proved against him. Under these circumstances, the verdict and decree must be regarded as conclusive, and the appeal must be dismissed.—COUNSEL, Channell, Q.C., and Stanger; Lockwood, Q.C., and J. B. Jacques. SOLICITORS, Fox & Joy; The Queen's Proctor.

(Reported by ARTHUR LAWRENCE, Barrister-at-Law.)

## High Court—Chancery Division.

**MANDLERBERG & CO. (LIM.) v. MORLEY—Stirling, J., 7th November.**

PRACTICE—PATENT—ACTION FOR INFRINGEMENT—NO EVIDENCE BY PLAINTIFFS—ACTION DISMISSED WITH COSTS—DEPENDANTS' PARTICULARS OF OBJECTION—CERTIFICATE OF REASONABLENESS—TAXATION OF COSTS—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883 (46 & 47 VICT. c. 57), s. 29, SUB-SECTION 6.

This was an action by the plaintiff company in respect of an alleged



infringement by the defendants of the plaintiffs' patents for the manufacture of indiarubber and waterproof garments. The plaintiffs took out a summons that by consent all proceedings in the action might be stayed upon the terms of a certain agreement for compromise which they set up. They, however, failed to establish the agreement to the satisfaction of the judge, and the summons was dismissed without costs. They thereupon offered no evidence in support of their case, and the action was consequently dismissed with costs. The defendants had prepared particulars of objection, but they would not be entitled to the costs of such particulars on taxation without a certificate in accordance with section 29, sub-section 6, of the Patents, Designs, and Trade-Marks Acts, 1883, which provides that "on taxation of costs regard shall be had to the particulars delivered by the plaintiff and by the defendant; and they respectively shall not be allowed any costs in respect of any particular delivered by them unless the same is certified by the court or a judge to have been proven or to have been reasonable and proper without regard to the general costs of the case." On behalf of the defendants application was made for a certificate that their particulars of objection were under the circumstances of the case "reasonable and proper" and the cases of *Longbottom v. Shaw* (37 W. R. 792, 43 Ch. D. 46) and *Garrard v. Edge* (38 W. R. 455, 44 Ch. D. 224) were referred to. It was contended for the plaintiffs that, inasmuch as the particulars had not been proved in the action, it was impossible for the judge to say whether they were reasonable and proper, and that consequently he could not give the certificate.

STIMLING, J., having intimated that the taxing master ought, in taxing the costs, to have regard to the correspondence which had passed between the parties in reference to the matter of the compromise set up, said that as the action had not been tried out he was not in a position to give the certificate which was applied for by the defendants. Having regard to the provisions of section 29, sub-section 6, of the Act of 1883, there appeared to be considerable danger of injustice arising in such cases as the one before him, but the responsibility for that state of affairs rested with the Legislature and not with the court. The right course for him to adopt would, he thought, be to adjourn the question of the costs of the particulars of objection and give the defendants liberty to apply.—COUNSEL, *Sir R. Webster, Q.C., Moulton, Q.C., and O. L. Clare; Hastings, Q.C., Bouffield, Q.C., and E. S. Ford.* SOLICITORS, *Rowcliffe, Raule, & Co.; Phelps, Sidgwick, & Biddle.*

[Reported by W. A. G. Woods, Barrister-at-Law.]

### Winding-up Cases.

*Re MACDONALD, SONS, & CO. (LIM.)*—C. A. No. 2, 7th November.

COMPANY—WINDING UP—PAID-UP SHARES—AGREEMENT TO BECOME MEMBER—REGISTER OF MEMBERS—CONTRIBUTORY—RETAINING SHARE CERTIFICATE—COMPANIES ACT, 1862, ss. 23, 74—COMPANIES ACT, 1867, s. 25.

Appeal by the liquidator of the above-named company, which was being wound up, from the decision of Vaughan Williams, J. (reported 37 SOLICITORS' JOURNAL, 703), holding, on a summons taken out by certain medical men whom the liquidator had put on the list of contributories, that they were not contributories. The facts were shortly as follows:—The company, which was incorporated under the Companies Acts, was formed for the purpose of purchasing and carrying on the business of medicated wine manufacturers. Part of the consideration for the said purchase was that the vendor or his nominees should be allotted forty founders' shares of £25 each as fully paid up. The company, with the consent, if not by the direction, of the vendor, entered into negotiations with a number of medical men (including the respondents to this appeal) to induce them to recommend the goods of the company, and promising in return a fully-paid founder's share. On the 28th of July, 1892, the directors of the company, in addition to allotting the ordinary shares taken in the company, signed and sealed certificates for the forty founders' shares in blank, with no names filled in. Subsequently, the secretary of the company filled in the names of the various medical men (among whom were the respondents) who were willing to recommend the goods of the company and to receive a founder's share, and the certificates were sent to them. At the same time the secretary wrote to these persons (including the respondents) that the founders' shares were fully paid up, and that the respondents incurred no liability on them; the certificates, however, did not on their face state that the shares were fully paid up, but each of the respondents acknowledged the receipt of the certificate without raising any question as to the shares being fully paid up or not. No contract under section 25 of the Companies Act, 1867, that fully paid shares were to be allotted to the vendor or his nominees had been registered. The names of the respondents were not placed on the register of shareholders, which contained only the names of the holders of ordinary shares. The company having ascertained the fact that there had been an omission to register any contract under section 25, the secretary of the company, on the 18th of October, 1892, wrote to the respondents to the effect that the founders' shares had been irregularly posted to them, and asked the respondents to return them for their own interest, which the respondents did. Shortly afterwards the company was ordered to be wound up by the court. The liquidator in the winding up settled the respondents on the list of contributories, and a summons having been taken out raising the question whether they were liable by reason of section 25 of the Companies Act, 1867, for the cash amount of the shares held by them, it was held by Vaughan Williams, J., that they were not contributories (see the report 37 SOLICITORS' JOURNAL, 703). The liquidator appealed.

THE COURT (LINDLEY, A. L. SMITH, and DAYE, L.JJ.) dismissed the appeal.

LINDLEY, L.J., said that, however much the court might disapprove of the course of the transactions disclosed, they could not allow themselves to invent a contract where there was none; to treat as facts or draw inferences which an ordinary reasonable man would not find as facts or draw as inferences. The question was, whether these gentlemen should be put on the list of contributories. That depended on the meaning of the word "contributory" in the Companies Act, 1862. Section 74 of that Act enacted that "the term 'contributory' shall mean every person liable to contribute to the assets of a company under this Act in the event of the same being wound up." To understand the meaning of that it was necessary to refer back to section 23 of the same Act, which enacted that "every person who has agreed to become a member of a company under this Act, and whose name is entered on the register of members, shall be deemed to be a member of the company." No one was a contributory unless he was a member of the company. If a person had agreed to become a member, and if his name was entered as such on the register, he was clearly a contributory; but in the case of a person whose name was not entered on the register, the answer to the question whether he was a contributory depended on whether he had agreed to accept shares in the company, and, if so, whether the register ought to be rectified by putting his name on it. In the present case the respondents were clearly not members whose names were entered on the register. Their names were not, in fact, entered on the register of members. But were they members by estoppel? It was not established that they were so by anything done by themselves. If they were members by estoppel by reason of their conduct, it must be that they had acted so as to represent themselves to be members and so as to induce people to act on the faith that they were members. There was no evidence that such was the case, for the respondents' names had not, in fact, appeared on the register of members. The evidence only shewed that a certificate having the name of the respondent inserted in it had been sent to and received by each respondent. The certificate did not state on the face of it that the share was fully paid-up, but the certificate was accompanied or preceded by a letter of the secretary of the company, stating that the share was a fully-paid-up share. The utmost inference which could be drawn from the fact of the respondents retaining the certificates under these circumstances was, that they were accepting shares in respect of which they were to be under no liability. In his lordship's opinion, the respondents had not entered into any agreement to become members, and even if there were some sort of agreement, it was not such an agreement as to justify the court rectifying the register by inserting the names of the respondents as members of the company.

A. L. SMITH, L.J., concurred.

DAYE, L.J., said that what the liquidator sought to do was to have the respondents put on the list of contributories as holding shares with a liability to pay cash therefor, the respondents being persons whose names were not in fact on the register. In order to succeed in that, the liquidator must make out that there were enforceable contracts by the respondents to take these shares; he must show that there were circumstances which would entitle the liquidator to call on the court to rectify the register. His lordship reviewed the evidence and said that, in his view, if at the date of the winding up of the company there existed any contract at all by the respondents to take shares in the company, it was only a contract to take a share to which there was no liability attached. It was argued on behalf of the liquidator that the respondents had gone beyond the stage of contract to take a share, and had accepted each a definite share appropriated to them. His lordship would assume, for the purpose of argument, that the acceptance of the share was so far an appropriation, as to create an implied contract to take that particular share, but only to take it as a share fully paid up. And assuming that what took place was an authority to put the several doctors on the register of members, it was only subject to the shares being properly treated as fully paid. If the secretary had placed them on the register it might have been difficult for them to escape. The transactions never were completed. It was, in his lordship's opinion, competent to the respondents respectively to revoke such authority as was implied. It was given on the condition that the shares were fully paid up, and if the company, or the voluntary liquidator before the compulsory order, had attempted to enforce the contracts and place these gentlemen's names on the register of members, neither the company nor the liquidator would have succeeded, because the respondents had given no such authority, nor made any such contract as was alleged. It was not necessary to rely on what followed; but, in his opinion, the requests to have the certificates returned, followed by the return, put an end to whatever contracts ought to be implied from the preceding circumstances.—COUNSEL, *Cassels-Hardy, Q.C., Israel Davis, and James Bacon; T. R. Warrington.* SOLICITORS, *Hallett, Tristram, & Co.; Oldfield, Bertram, & Oldfield.*

[Reported by M. J. BLAKE, Barrister-at-Law.]

*Re FRITCHARD, OFFAR, & CO. (LIM.)*—Vaughan Williams, J.—26th October.

COMPANY—WINDING UP—SUPERVISION ORDER—LIQUIDATOR—REPORTS BY.

This was a petition for the winding up of the above-named company. A resolution for voluntary liquidation had been passed. The company consented to the voluntary liquidation being continued under the supervision of the court.

VAUGHAN WILLIAMS, J., made a supervision order, and said that he wished to keep some control over the liquidation, and he should, therefore, direct the liquidator to make and file a monthly report showing the progress made with the winding up of the company and the realization of

its assets.—COUNSEL, R. F. Norton; Eustace Smith; Whinney. SOLICITORS, Walker, Son, & Field; Robinson & Stannard; Young, Jones, & Co.  
[Reported by V. DE S. FOWLER, Barrister-at-Law.]

## High Court—Queen's Bench Division.

ULTZEN v. NICOLS—1st November.

BAILMENT—LIABILITY OF RESTAURANT KEEPER FOR LOSS OF CUSTOMER'S PROPERTY—LOSS FROM NEGLIGENCE.

This was an appeal by the defendant from a decision of the judge of the Westminster County Court involving a question as to the liability of a restaurant keeper for the loss of an overcoat at his establishment. The evidence at the trial showed that the plaintiff, who was an old customer at the Café Royal, had gone there to dine, and upon taking his seat at a table, his overcoat was received from him by a waiter, and hung up on a peg at his back. After dinner the coat had disappeared, and the plaintiff brought an action to recover the loss. There was some evidence for the defence to the effect that the rule was to place the coats on chairs beside the customers. At the trial counsel for the defendant submitted there was no case, but the learned judge declined to nonsuit, and the jury found a verdict for the plaintiff for £4 10s. It was now contended by counsel for the defendant that the learned county court judge should have entered a nonsuit, on the ground (1) that no contract of bailment had been proved, and (2) that there was no evidence of negligence. It was argued that what the waiter did was a mere act of assistance or politeness; that he at no time had the coat in his exclusive possession, but hung it up under his own observation and with his consent. The case was distinguishable from those in which railway companies had been held liable for the loss of passengers' hand luggage while being carried by porters, because the porters were put there for the purpose of assisting the passengers, and had exclusive possession of the articles. The liability of the restaurant keeper could be no greater than that of a lodging-house keeper, who would not be liable under such circumstances: *Holden v. Souby* (8 C. B. N. S. 254, 8 W. R. 438). It was argued by counsel for the respondent that there was no distinction in principle between this case and one where the coat had been taken and hung up in the hall: the waiter having placed it where he chose, and the liability was the same as in the cases of loss by servants of a railway company while assisting to carry passengers' hand luggage. They cited *Richards v. London, Brighton, and South Coast Railway* (7 C. B. 839). [WRIGHT, J., referred to *Bunch v. Great Western Railway* (13 App. Cas. 31).]

THE COURT (CHARLES and WRIGHT, JJ.) dismissed the appeal.

CHARLES, J., said, in the course of his judgment, that there was ample evidence of negligence, but the question which was open to some discussion was whether there was any evidence of a contract of bailment, or whether the taking charge of the coat was a mere act of good nature. The whole of the facts, however, justified the view that there had been a bailment of the coat, and there was only a question of degree, not of principle, between what happened in this case and the case where a waiter was placed at the entrance of the restaurant to take the coats of those who entered it, although it might be the duty of the waiter who attended on the plaintiff to take the coats only of those customers on whom he waited.

WRIGHT, J., agreed that if there was any bailment of the coat there was evidence of negligence for the jury; but the learned judge was of opinion that the point as to the bailment had not been properly raised before the county court judge, and therefore held that it must be assumed to have been admitted on the appeal.—COUNSEL, Longstaffe; R. M. Bray and Beard. SOLICITORS, Terrell, Lewis, & Co.; Thos. Beard & Co.

[Reported by J. P. MELLOR, Barrister-at-Law.]

NORTHEY STONE CO. v. GIDNEY—1st November.

PRACTICE—COUNTY COURT—JURISDICTION—DISTRICT IN WHICH THE "CAUSE OF ACTION OR CLAIM WHOLLY OR IN PART AROSE"—ACTION FOR GOODS SOLD AND DELIVERED—WHETHER NON-PAYMENT OF PRICE CAUSE OF ACTION—PROHIBITION—COUNTY COURTS ACT, 1888 (51 & 52 VICT. C. 43), s. 74.

The question in this case was whether, in an action for the price of goods sold and delivered, non-payment of the price is wholly or in part the cause of action. The defendant in the action appealed against a refusal of the judge in chambers to issue a prohibition to the county court at Bath, on the ground that no part of the cause of action arose within the jurisdiction of that court. By the County Courts Act, 1888 (51 & 52 VICT. C. 43), s. 74, it is provided that every action shall be brought in the court within the district where the defendant resides, or, by leave of the judge or registrar, "in the district of which the cause of action or claim wholly or in part arose." It appeared that the defendant resided in Essex, that the contract was made in Essex, and that delivery of the goods under the contract was to be made in Essex. No stipulation was made as to where payment for the goods was to be made. The registrar of the county court gave leave for the action to be brought at Bath, and the defendant thereupon applied for a prohibition. It was contended by counsel for the defendant that the county court at Bath had no jurisdiction to try the case, and that the registrar had no power to give leave for the action to be brought in that court, inasmuch as the only part of the contract to be performed within the district was the payment of the price, which was no part of the cause of action. All that would have been necessary to prove would have been the contract and the delivery, and then if the defendant did not prove payment judgment would be given for the plaintiff. The plaintiff sued, not for the breach of contract, but for the price under the contract, and if he had to prove the non-payment it would mean that a

negative was a part of a cause of action, which, on principle, could not be. He cited *Bell v. Antwerp, London, and Brasil Line* (39 W. R. 84; 1891, 1 Q. B. 103), *Read v. Brown* (37 W. R. 131, 23 Q. B. D. 128), *Cooke v. Gill* (17 SOLICITORS' JOURNAL, 439, 21 W. R. 334, L. R. 8 C. P. 107).

THE COURT (CHARLES and WRIGHT, JJ.) dismissed the appeal. This being an action for goods sold and delivered, no special place being indicated by the contract, the price was payable at Bath. The price not having been paid, the question arose whether it was wholly or in part the cause of action in an action brought for goods sold and delivered, for if it was so, then by virtue of section 74 of the County Courts Act, 1888, the registrar had power to give leave for the action to be brought in Bath, and the prohibition could not go. Although the three divisions of the court had found some difference, considered with reference to the Common Law Procedure Act, as to the meaning of "cause of action," none of them entertained any doubt but that non-payment was part of the cause of action. It did not at all follow that because it might not be necessary to allege non-payment of the price in an action for goods sold and delivered that it was not part of the cause of action, and though the court were far from saying that it was the whole cause of action, they had no doubt whatever that it formed a part.—COUNSEL, Bower; Ed. Pollock. SOLICITORS, A. W. Timbrell; Young, Jones, & Co.

[Reported by J. P. MELLOR, Barrister-at-Law.]

SMITH v. MÜLLER—1st November.

BOILER EXPLOSIONS ACT, 1882 (45 & 46 VICT. C. 22), ss. 3, 4, 5—BOILER—EXPLOSION—NOTICE OF TO BOARD OF TRADE—PENALTY FOR DEFAULT—EXEMPTION—"BOILER USED EXCLUSIVELY FOR DOMESTIC PURPOSES."

The question in this case was whether the owner of a boiler was liable to a penalty under sub-section 3 of section 5 of the Boiler Explosions Act, 1882 (45 & 46 VICT. C. 22), for default in giving notice, under sub-section 1 of the same section, of an explosion within twenty-four hours of its occurrence. Section 5, sub-section 1, provides that on the occurrence of an explosion to which the Act applies notice thereof shall, within twenty-four hours thereafter, be sent to the Board of Trade by the owner or user, &c.; and sub-section 3 imposes a penalty of £20 if default is made. Section 4 of the Act enacts that it shall not apply to "any boiler used exclusively for domestic purposes." The respondent was summoned at the Birmingham Police Court for failing to give notice to the Board of Trade, as provided by section 5 of the above Act, of an explosion to his boiler on December 28, 1892. It appeared that the boiler, which was a small one of the saddle type, about 17½ inches by 20½ inches, was placed on the premises of the respondent, who did not reside, but carried on his business as a merchant there. It was used for supplying the caretaker and his family with warm water; for warming, by means of a range of pipes, the office in which three clerks of the respondent carried on his business, and also for supplying water for cleaning the offices. The water was supplied by the Corporation of Birmingham by water rate assessed on the annual value of the premises, and not by meter as for trade purposes. The respondent had no other office. On the 28th of December, owing to the pipes having become frozen during the Christmas holidays, there was an explosion, which, however, did very little damage and caused no injuries to the person. No notice of the explosion was given to the Board of Trade. It was admitted that the boiler was a "boiler" within the definition in section 3 of the Act. The stipendiary magistrate was of opinion that the boiler was a boiler used exclusively for domestic purposes within the exemption in the 4th section of the Act, and dismissed the information, but stated a case for the opinion of the court.

THE COURT (CHARLES and WRIGHT, JJ.) dismissed the appeal, holding that the boiler came within the exemption in section 4. In construing that section the use to which the boiler was put, and not the character of the premises, must be looked at, and the residence or otherwise of the owner was not the proper test. It was true that difficulties might arise in drawing the line in connection with large buildings in the City, but the tribunal of first instance was the proper one to say on which side of the line a particular case came.—COUNSEL, Sir Charles Russell, A.G., and Sutton; W. Wills. SOLICITORS, Solicitor to the Board of Trade; Burton, Yeates, & Hart, for Johnson & Co, Birmingham.

[Reported by J. P. MELLOR, Barrister-at-Law.]

MIGHELL v. SULTAN OF JOHORE—4th November.

INTERNATIONAL LAW—PRACTICE—SUBSTITUTED SERVICE OF WRIT—FOREIGN STATE WHOSE RELATIONS ARE REGULATED BY TREATY WITH THIS COUNTRY—ACTS DONE BY FOREIGN SOVEREIGN IN THIS COUNTRY AS A PRIVATE INDIVIDUAL—LIABILITY OF FOREIGN SOVEREIGN TO JURISDICTION OF THIS COUNTRY FOR SUCH ACTS.

Motion to set aside an order made by a master allowing substituted service of a writ of summons upon the defendant. A master having made an order for substituted service, on appeal to the learned judge at chambers, the judge (WRIGHT, J.) referred the case to the court. The action was brought by the plaintiff for breach of promise of marriage, the writ being indorsed with a claim for damages for such breach, and also for the return of a pair of diamond buckles, or their value, and damages for their detention. The defendant is the Sultan of Johore, and the question now was whether the Sultan of Johore was a reigning sovereign, and as such not amenable to the jurisdiction of the courts of this country, and whether, if he was a reigning sovereign, he became amenable to the jurisdiction by passing in this country as a private individual and entering into engagements as a private individual. In the affidavit of the plaintiff she stated that she was introduced to the defendant in August, 1885, as Mr. Albert Baker, and that she has known him ever since under that name, being the name under which he always passed; that he proposed and



promised marriage with her in that year when she knew him as Mr. Albert Baker, and that he was known by that name in the neighbourhood in which he lived; that in October, 1885, she accidentally discovered his real name and position, but he made her promise never to reveal who he was or call him by any other name than the one she had previously known—namely, Mr. Albert Baker; that at the defendant's request she assumed the name of Mrs. Baker in her communications with him; that in the month of October, 1885, the defendant took a furnished private house near Gloucester-road as and in the name of Mr. Albert Baker; that he lived there and kept up a domestic establishment as a subject and as a private individual under the name of Mr. Baker, and was not in any way known by his household and other persons in the neighbourhood except as Mr. Albert Baker and in that capacity; that he afterwards left England for some years, but that upon his return in 1891 he again represented himself and was treated as Mr. Baker and as a private individual and as a subject of the Queen, and that on his visits to the plaintiff he always represented himself as a private individual and a subject of the Queen. A communication was addressed by the learned judge to the Colonial Office as to the position of the defendant, and in reply a letter was received stating that Johore is an independent State in the Malay Peninsula, and that His Highness Abubakar is the present sovereign ruler thereof; that the relations between himself and the Queen, which are relations of alliance and not suzerainty and dependence, are now regulated by treaty; that the Sultan has raised and maintains armed forces by sea and land, has organized a postal system, dispenses justice through regularly constituted courts of justice, and generally speaking exercises without question the usual attributes of a sovereign ruler. This treaty was relied upon on behalf of the plaintiff as shewing that the Sultan was not an independent sovereign, but merely the ruler of a protected State. Article 5 of this treaty provided that the Governor of the Straits Settlements should take whatever steps might be necessary to protect the government and territory of Johore from any external hostile attacks, and for these or for similar purposes Her Majesty's officers shall at all times have free access to the waters of the State of Johore, and article 6 provided that the Maharajah of Johore will not without the knowledge and consent of Her Majesty's Government negotiate any treaty or enter into any engagement with any foreign State, or interfere in the politics or administration of any native State, or make any grant or concession to other than British subjects, or enter into any political correspondence with any foreign State, or if there should be such correspondence it should be conducted through Her Majesty's Government, to whom His Highness makes over the guidance and control of his foreign relations. Two points were now taken for the plaintiff, that by the above treaty the defendant was not an independent sovereign, but merely the ruler of a protected State, and therefore did not come within the rule that foreign sovereigns cannot be sued in the courts of this country, and that even if he were a sovereign ruler he could be sued in this country for acts done or engagements made in this country in his private capacity and as a private individual: *Munden v. Duke of Brunswick* (10 Q. B. 656), *Duke of Brunswick v. King of Hanover* (2 H. L. Cas. 1).

THE COURT (WILLS and LAWRENCE, JJ.) set aside the order for substituted service of the writ, and stayed all proceedings in the action, being of opinion that by the letter from the Colonial Office—which was the proper place for such inquiry—it appeared that the defendant was a sovereign ruler, although his rights were regulated by treaty, and that, as such sovereign ruler, he could not be sued in the courts of this country, even for acts done by him while in this country as a private individual and in his private capacity. Order for substituted service set aside and proceedings in the action stayed.—COUNSEL, *George White*; *Finlay, Q.C.*, and *George Wallace*. SOLICITORS, *Colyer & Colyer*; *Edward F. Turner*.

[Reported by Sir SEYMOUR BAKER, Bart., Barrister-at-Law.]

#### LEWIS v. OWEN—6th November.

PRACTICE—COUNTY COURT—RIGHT OF APPEAL—ASSAULTING BAILIFF IN EXECUTION OF HIS DUTY—COUNTY COURTS ACT, 1888, ss. 48, 120, 186.

This was an appeal from an order of the judge of the County Court of Cardiganshire. The judge of that court made an order for the recovery of a certain sum for tithe rent-charge, and issued a warrant for the recovery of the same against the owner of the land out of which the tithe rent-charge issued. The owner was also the occupier of the land in question, and in that case, by the provisions of the Tithe Act, 1891, the tithe rent-charge is to be recoverable as rent. The bailiff of the court went to the premises to levy distress for the sum due under the order, and, having produced his warrant to the occupier, attempted to distrain certain crops in a field. The field was enclosed by a fence made of a bank of earth. The bailiff attempted to get over the bank and so enter the field, but was prevented from doing so by the occupier, who, standing behind the bank, "butted" the bailiff in his chest with his shoulder when he got on to the top of the bank and so pushed him back and obstructed him in the execution of his duty. The bailiff brought the occupier before the county court judge under section 48 of the County Courts Act, 1888, which provides that "if any bailiff or officer of any court shall be assaulted while in the execution of his duty . . . the person so offending shall be liable to a fine not exceeding £5, to be recovered by order of the judge or on summary conviction in manner provided by the Summary Jurisdiction Acts." The judge held that the defendant had assaulted the bailiff while engaged in the execution of his duty, and ordered him to pay a fine of £5. From this order the defendant appealed. On behalf of the respondents a preliminary objection was taken that no appeal would lie, the proceedings being of a criminal nature.

THE COURT (CHARLES and WRIGHT, JJ.) upheld the objection and dismissed the appeal.

CHARLES, J., said that the county court judge had found that the bailiff was, in the execution of his duty, endeavouring legally to distrain by entering land over a fence and was prevented from entering by means of an assault while he was in the act of executing his warrant, and the judge had ordered the appellant to pay a fine of £5. The question was whether there was any right of appeal from that order, and that depended on section 48 of the County Courts Act taken together with sections 120 and 186 of the same Act. Section 120 gave the right of appeal to an aggrieved party "in any action or matter." The word "matter" was there introduced for the first time, and that did undoubtedly enlarge the former right of appeal. By section 186 "matter" was defined to mean "every proceeding in the court which may be commenced as prescribed otherwise than by plaint. Even assuming, however, that a criminal matter might be dealt with on appeal under section 120, the question still remained whether the matter of an assault upon a bailiff was included in section 120. The punishment imposed by section 48 for such an assault was for contempt of court, and might be inflicted either by an order of the county court judge or on summary conviction as provided by the Summary Jurisdiction Acts. It was clear that if the second alternative was adopted there could be no right of appeal, and in his opinion there was no such right in the present case. The intention of the Legislature was that the order of the judge in this matter should be final, and the context and subject-matter of the appeal, namely, the punishment by a judge of contempt of his own court also excluded the idea of an appeal. The court had therefore no jurisdiction to entertain the appeal.

WRIGHT, J., concurred, and said that the power of punishment given by section 48 of the County Courts Act was in the nature of a disciplinary jurisdiction and did not deal with questions *inter partes*, whereas section 120 dealt with appeals in cases *inter partes*. He was further supported in the conclusion at which he arrived by the fact that the alternative method of proceeding in a case such as this was under the Summary Jurisdiction Acts, under which there was no appeal, and it was improbable that it should have been intended to give a right of appeal in one case and not in the other. Appeal dismissed.—COUNSEL, *Upward*; *Pes*. SOLICITORS, *Holt, Beaver, & Co.*, for *Edmonds & Stephens*, Cardigan; *Hare & Co.*, for the Treasury.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

#### TRAYNOR v. JONES AND OTHERS—6th November.

LICENSING ACTS—APPLICATION FOR TRANSFER OF LICENCE—DISCRETION OF JUSTICES—LICENSING ACT, 1828, s. 14—WINE AND BEERHOUSE ACT, 1869, ss. 8, 19.

This was a special case stated by the licensing justices of the borough of Newport. Bridget Traynor, the appellant, was the holder of a licence for the sale of beer on or off the premises of the Old Pill Inn, otherwise the Harp and Shamrock, Newport. These premises had been kept for many years as a beerhouse by the appellant, and were in existence as a beerhouse before May, 1869, and the licence had ever since that date been annually renewed, and the renewal of the licence therefore could not be refused except upon one of the four specified grounds in section 8 of the Wine and Beerhouse Act, 1869, which admittedly did not apply to the present case. The premises being about to be pulled down for a public purpose, viz., the widening and improving of the roadway, the appellant applied to the licensing justices in special sessions under section 14 of the Licensing Act, 1828, for a transfer of her licence to other premises in Newport. Satisfactory evidence was adduced of the character of the appellant and also of the premises in respect of which she applied. It was argued on behalf of the appellant that the justices had no right and could not refuse to make the transfer except on one of the four grounds in section 8 of the Act of 1869, and that the appellant had a vested interest in her licence and could not be deprived of it by the circumstances of her original premises being about to be pulled down. The justices came to the conclusion that this transfer not being from one person to another, but from expiring premises in one street to other premises in another street, they had a right in the exercise of their judicial discretion to refuse the application, and they accordingly refused the transfer, on the ground that it was undesirable to move the licence from one place to another. The justices stated this case for the opinion of the court.

THE COURT (CHARLES and WRIGHT, JJ.) dismissed the appeal. CHARLES, J., said that the application for the transfer was made under section 14 of the Licensing Act, 1828, which provided for the application to special sessions for the transfer of a licence on the happening of certain contingencies, one of which was if a house was going to be pulled down for a public purpose. Under that section the question whether the licence should be granted to the proposed new house was entirely within the discretion of the justices. But it had been contended that that discretion was limited in this case because the applicant was the holder of a licence for what was called a privileged beerhouse—that was to say, the licence had been continually in force since 1869, and it was said that under section 19 of the Wine and Beerhouse Act, 1869, and section 7 of the Amending Act, 1870, the justices could only refuse the application for a transfer on one of the four special grounds mentioned in section 8 of the Act of 1869. His lordship did not agree with that contention, but thought that the language of the sections of the Act shewed that the privilege existed in respect of the particular house only, and did not give a vested right to the occupant of a 'privileged' house to demand a transfer of the licence to new premises. The justices, therefore, had a discretion whether to grant the transfer, and the court would not interfere with the judicial exercise of that discretion.

WRIGHT, J., concurred. Appeal dismissed.—COUNSEL, *J. Paterson*; *Macmillan*. SOLICITORS, *Ince, Calt, & Ince*, for *Oliver*, Newport; *Ceb & Jackson*, for *Newman*, Newport.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

## Solicitors' Cases.

*Re W., Ex parte W.*—27th October.**SOLICITOR—CHARGES MADE BEFORE THE INCORPORATED LAW SOCIETY—REASONABLE GROUND—PAYMENT OF COSTS BY APPLICANT.**

This was an application by a solicitor that the costs to which he had been put in defending himself against charges brought against him before the statutory committee of the Incorporated Law Society should be paid by the person who had brought those charges. It appeared that the solicitor had been instructed by a Mr. Grainger to defend him upon an indictment for libel. Grainger objected to the solicitor's bill of costs, and it was taxed by Master Mellor, with the result that one-sixth was taxed off, and the solicitor had to pay the costs of the taxation. Grainger and a person named Elmsley, who was a discharged clerk of the solicitor, made an application to the Incorporated Law Society, charging the solicitor with professional misconduct. One of the charges was, that after the libel proceedings had terminated the solicitor had fabricated a brief for counsel which had never in fact been delivered; but the counsel engaged in the case gave evidence before the committee and identified the brief as having been used by him at the trial. Elmsley declined in his examination in chief to give any evidence in support of the allegations contained in his affidavit. The committee, without calling on the solicitor for any defence, found that the charges were not only not proved, but were absolutely disproved by the evidence before them, and that there was no overcharge in the solicitor's bill of costs.

WILLS, J., said he did not think that the costs of an application to the Incorporated Law Society should be treated on exactly the same principle as those of an ordinary action at nisi prius brought by a party solely for his own good. That was not the right view. If the solicitor had himself been guilty of such ambiguous conduct as to appear to justify the application, that might be a reason for refusing to give him the costs. In this case it had been suggested that there was such conduct. But it was rather unfair to say so. It was also unfair to say that Master Mellor's report charged Mr. N. with perjury, for Master Mellor only attributed the errors in the bill of costs to carelessness. It was also unfair to say that the committee had not investigated the matter. Mr. Grainger had acted on the evidence of a clerk formerly in N.'s employ, whose word he ought not to have relied on. This man had written to Grainger admitting that he had been himself accessory to a gross fraud by N. He had since his leaving the service brought an action against N. On such materials the charge ought not to have been made.

GRANTHAM, J., was of the same opinion. It was not enough that Mr. Grainger's action was *bona fide*. If it could have been shown that Mr. N.'s conduct had been such as to justify the charge, that would have made a difference. Grievous overcharges were often made on poor men by solicitors, and he would be very glad if some stringent taxation could take place. This, however, was not a case of that kind. The bill for £179 was only taxed down to £148. The subject-matter was an indictment for libel, and the counsel engaged were entitled, from their position, to high fees. At any rate, N. showed that he was not afraid of inquiry into the matter, because he appealed from the taxation of the master to the judge and to the Divisional Court. Notwithstanding this threefold inquiry, Grainger persisted. It looked more as if he were influenced by personal feelings than by a desire of acting for the public good. He had failed to prove his charges, and must pay N.'s costs of defending himself against them. Application granted.—COUNSEL, McConnell; Stephen Lynch. SOLICITORS, Taiton & Hammond; Hollis Yates, Liverpool.

[Reported by T. R. C. DILL, Barrister-at-Law.]

**Re A SOLICITOR, Ex parte THE INCORPORATED LAW SOCIETY (No. 2)**—30th October.**SOLICITOR—MISCONDUCT—NON-PAYMENT OF MONEY RECOVERED IN AN ACTION—FALSE STATEMENT IN BILL OF COSTS.**

The charge against the solicitor in this case was that, having been instructed by Thomas Smith to act for him in an action for £200, he had received from the defendants in the action £100 and a transfer of certain shares in settlement, and subsequently informed Mr. Smith on more than one occasion that he had been unable to come to any settlement with the defendants. After the defendants had made the settlement with the solicitor Mr. Smith obtained small advances from the solicitor, but was informed by him that no settlement of the action had taken place. However, in April, 1893, he accidentally discovered that this had occurred some months previously. He accordingly instructed solicitors to inquire into the matter, and application was made to the solicitor by letter, threatening proceedings. After the solicitor received this notice he made up and produced at the hearing before the committee a cash account and a bill of costs which he had not delivered to the complainant. The bill, it was proved, was drawn up from loose sheets of paper, posted from entries in the daily ledger. These sheets could not be found, but a comparison of the bill with the daily ledger showed that an interpolation had been made. The original entry was—"27 Oct., 1892. Long attendance on you as to this action," but these words were added in the bill sent in, "Informing you what done, when you expressed yourself perfectly satisfied." The respondent admitted adding these words after the letter of the 25th of April, but said that he had told Mr. Smith in October of the settlement of the action. Counsel for the solicitor urged that there was a conflict of evidence as to the facts. The strongest thing against the solicitor was the interpolation; that did not necessarily imply fraud.

WILLS, J., said it was a serious case. It was clear on the facts that the committee were quite right in finding misconduct. Not only was there the addition to the bill, but in corroboration of Mr. Smith's oath that the

solicitor had told him the action was not settled was the fact that Mr. Smith was content to take occasional small sums of money from the solicitor. If he had been told that £100 had come he would certainly have clamoured for it. The solicitor must be struck off the rolls.

GRANTHAM, J., concurred.—The order was that William Robert Philp, of 1, Guildhall-chambers, Basinghall-street, London, should be struck off the roll of solicitors.—COUNSEL, Locknis; Grain. SOLICITORS, E. W. Williamson; W. R. Philp.

[Reported by T. R. C. DILL, Barrister-at-Law.]

**Re A SOLICITOR, Ex parte THE INCORPORATED LAW SOCIETY (No. 1)**—30th October.**SOLICITOR—MISCONDUCT—MISAPPROPRIATION OF CLIENT'S MONIES BY THE SOLICITOR'S CLERK—NEGLECT OF SOLICITOR.**

In this case the charge against the solicitor was that, having been instructed to obtain payment of £8 which was due in respect of a bill of exchange, he received that amount and misappropriated it to his own use. It was proved that the dishonoured bill was sent to the solicitor's office, at 37, New-inn-chambers, with instructions to obtain the money. It was also proved that £2 of the amount due was paid in November, and the balance of £6 on December 2, 1892, to Baghott, the clerk of the solicitor, at 37, New-inn-chambers, and that the complainant was unable to see the solicitor or to recover the money. He then put the matter into the hands of other solicitors, and on February 13, 1893, they wrote to the solicitor, saying that if the money were not paid they would reluctantly be obliged to take measures. On the 20th of February they wrote again saying that no reply had been received to their letter except that a person apparently under the influence of drink came to the office and attempted "to make some so-called explanation." The solicitor, before the committee, said he had heard nothing of the subject until he received the letter of the 13th of February when he spoke to his clerk Baghott, who admitted having had the money, but said that as his salary due from the respondent was in arrear he thought he was justified in appropriating it. The solicitor told Baghott to go to the complainant's solicitors and let him know what was done. After this Baghott told him there was a bill of costs due to him (the respondent) from the complainant for professional work done. It was proved that the respondent had arranged with the housekeeper at 37, New-inn-chambers to receive letters for him, and that Baghott was authorized to call there for letters. The solicitor's own address was at Tottenham. The bill of costs above-mentioned was never delivered, but a draft was produced before the committee and related solely to business which was transacted by the respondent for a friend of the complainants. The committee found that, although the respondent might have had no knowledge of the instructions which had been received and carried out by his clerk Baghott in his name until he received the letter of the 13th of February, yet, taking into consideration the fact that he did not even then, beyond sending Baghott to the complainant's solicitors, take any steps whatever to put the matter right, and having regard to the terms upon which Baghott acted for him, and to the fact that the respondent continued to employ him after he knew that he had received money on behalf of the client and concealed the fact for over two months, the respondent was guilty of professional misconduct. When the case came on, no one appeared for the solicitor, and an order was made to strike the solicitor off the rolls. Subsequently counsel appeared and stated that he had only just been instructed on behalf of the solicitor. He contended that the solicitor had not been found guilty of fraud by the committee. He had been negligent in leaving the management of his business in London to Baghott, and relying upon his statements.

WILLS, J., said it would be a great assistance to the court if the report of the committee could state with more fulness what was found by the committee, as, for instance, whether they believed the statement of the respondent that he knew nothing of the payment of this money to his clerk. For if that were true it would not be such a gross case, and the sentence might be mitigated. The solicitor had now appeared by counsel. If a solicitor did not choose to say anything on his own behalf, it looked as though there was not much to say. The fact that this solicitor, in a matter of so much importance to himself as the present, had not instructed counsel till nearly two o'clock on the day when he knew the case must come on, looks as if he really was a very careless man as to his own affairs, and might possibly have been simply careless in matters affecting other people. The class of man who could not raise £6 to save himself from an application to the Incorporated Law Society, and who allowed his clerk to practise in his (the solicitor's) name, was a most dangerous man. But the solicitor had now condescended to appear, and attempt to explain his conduct, and the sentence might be altered to suspension from practice for eighteen months.

GRANTHAM, J., concurred.—The order was that Joseph Wellington Cork, of West-green, Tottenham, should be suspended from practice for eighteen months.—COUNSEL, Locknis; Overend. SOLICITORS, E. W. Williamson; J. W. Cork.

[Reported by T. R. C. DILL, Barrister-at-Law.]

**SOLICITORS ORDERED TO BE STRUCK OFF THE ROLL.**

30th October—JOHN HUGH LEWIS (9, Union-court, Liverpool).

1st November—ATHAN CREDLAND (49, Princes-street, Manchester).

**SOLICITORS SUSPENDED FROM PRACTICE.**

2nd November—RICHARD FREDERICK HILL (55 and 56, Chancery-lane, London). [Suspended for two years.]

4th November—JOHN BARRINGTON MATTHEWS (166, Vauxhall Bridge-road, London). [Suspended for four years.]



## LAW SOCIETIES.

## SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 8th inst., Mr. John Henry Kays in the chair. The other directors present were Messrs. W. F. Blandy (Reading), W. Beriah Brooke, Robt. Cunliffe, Grantham R. Dodd, John Hunter, T. Brian Mellersh (Godalming), Frank R. Parker, Richard Pennington, Henry Roscoe, R. W. Tweedie, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £528 was distributed in grants of relief; seventeen new members were admitted to the association; and other general business was transacted.

## LAW STUDENTS' JOURNAL.

## INCORPORATED LAW SOCIETY.

## PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the preliminary examination held on the 18th and 19th of October, 1893:—Ronald Hedley Archer, Philip Welleley Baster, Harold Wood Bayliffe, Eric Walter Bell, Robert Bell, Charles Edward Best, Leonard Henry Bewes, Arthur Edward Bonsall, Ernest Stainforth Brabant, Charles Henry Bradley, Charles Burt Brill, Charles Ernest Ivor Brown, Charles John Bryden, Henry Charles Campbell, James Francis Clarke, Lionel Cohen, John Fleetwood Cowland, Edward Henry Cox, Harry Lawrence Creed, Henry Darley Crozier, Gerald Waring Cutler, Felix Deeley, Humphrey de la Lynde, Harry Dutton, Henry Henwood Earle, George Elder, Alfred Gustave Findeisen, Frederick Turley Fowke, Henry Champion Full, Nicholas Melvill Gepp, Harry Ross Giles, Charles Henry Goddard, Godfrey de Gouvier Griffith, Herbert Deane Grimsdall, George Markham Hammerton, William Hammond Hanscombe, Ernest Gilmour Harvey, Frederick Gaggas Hawke, William Frederick Steele Heath, Robert Heaton, Edward Helm, Samuel Prosper Hooley, Robert Howard, Edmund Huntsman, Clifford Nolan Hyem, Launcelot Indermaur, Alfred Hubert Ivens, William John Jennings, Herbert Johnson, Gerald Keates, Moreton Laing Knight, John Lamb, Francis Palmer Landon, Percy James Langhams, Reginald James Laughton, Arthur Lees, Gervase Arthur Wickham Legg, Henry Lewis, Lawrence Henry Little, Octavius Bernard Lowe, Andrew Macbeth, Fred Marlor, Frank Stanley Marriott, Alfred John Marsh, William Leslie Marshall, Charles Beale Marston, Arthur Tyrrell Martin, James Ernest Mason, John Richard Mason, Henry Gifford Mead, Gerald Charles Mercer, James Henry Milner, John Moore, Albert Morton, George Bennett Neale, Harold Newton, Reginald Hugh Nichols, George Ernest Nuttall, Douglas Sherren Frith Panton, William D'Arcy Peekett, John Alfred Pinson, Harry Burt Piper, George William Pollock, Lionel Claude Race Proctor, John Alexander Roberts, Frederick Alfred Rolt, Walter Russell, William Manning Salt, George Stuart Seaton, William John Shipton, Vivian Francis Crowther Smith, Joseph Benjamin Stephens, Paul Storr, John Gow Dennistoun Sword, Arthur Thorne, Frederick Gorham Ticehurst, Oscar Paul Tidman, John Michael Tucker, Hubert Joseph Wallington, Thomas David Watkins, Arthur Norton Whiston, Alfred Kidd Whitaker, George Whittington, Frederick Charles Zimmermann.

Number of candidates, 146. Passed, 104.

## LEGAL NEWS.

## OBITUARY.

Mr. LEONARD BARTON SEELY, barrister, who died on the 30th of October, was the son of Mr. R. B. Seely, of the publishing firm of Seely & Co. He was educated at the City of London School and Trinity College, Cambridge, where he had a distinguished career. He was a treble first class man, fifth wrangler, and fellow of Trinity. He was a pupil of the late Mr. Joshua Williams and of Mr. Wickens (afterwards Vice-Chancellor Wickens), and, according to the *World*, the former declared that Seely was the only pupil he ever had whose drafts he could pass without revision. He was called to the bar in 1855, and practised as an equity draftsman and conveyancer, enjoying for many years a considerable practice. As the newspaper above quoted remarks, "his immense stores of information, his dialectical skill, and his ready wit endeared him to a wide circle of private friends"; and outside his profession he was known as the author of several historical works.

## APPOINTMENTS.

Mr. WILLIAM N. A. DANIEL, of 7, New-inn, Strand, has been appointed a Perpetual Commissioner for taking the acknowledgments of Deeds to be executed by Married Women for the County of Middlesex and City of London and City and Liberties of Westminster.

Mr. THEODORE CHRISTOPHERS, solicitor, Henley in Arden, Warwickshire, has been appointed a Commissioner to take the acknowledgments of Married Women.

## CHANGES IN PARTNERSHIPS.

## DISSOLUTION.

JAMES EDWARD WALKER and SEPTIMIUS AUGUSTUS WALKER, solicitors (J. E. & S. A. Walker), 2, Chancery-lane, London. Oct. 20.

[Gazette, Nov. 7.]

## GENERAL.

The *Times* says that the hearing of appeals from the decisions of the revising barristers at the late revision courts for England and Wales, held in September and October last, will be commenced at the Royal Courts of Justice on Tuesday, December 5, before three of the judges of the Queen's Bench Division. There are six only of these appeals, two of which come from Norwich, and one each from Colchester, Nottingham, West Ham, and Liverpool respectively.

The Home Secretary has appointed a committee, consisting of Mr. Troup, of the Home Office, Major Arthur Griffiths, one of Her Majesty's Inspectors of Prisons, and Mr. M. L. MacNaghten, of the Metropolitan Police, to consider the means at present available in this country for the identification of habitual criminals, and to report to him whether they could be improved by the adoption either of the Bertillon method of identification in use in France, or of Mr. Galton's finger print method, or in any other way. Mr. H. B. Simpson, of the Home Office, is secretary to the committee.

In the House of Commons on the 3rd inst. Mr. Darling asked the Attorney-General whether it was the intention that, for the first time, civil business should be taken at the forthcoming winter assize at Cardiff, and whether at Birmingham no such assize was to be held; and whether, as the average number of causes for trial at the assizes at Birmingham in the spring and summer was double that for trial at Cardiff, he would state why civil business was taken at Cardiff and not at Birmingham on the winter circuit. The Attorney-General said: The facts are correctly stated in the first part of the question. The arrangement was effected by an Order in Council passed on the recommendation of the judges. I do not know that the figures are as stated by the hon. and learned member, but I would be glad to have them for the use of the Lord Chancellor.

At Clerkenwell Police Court last week, says the *Times*, an adjourned summons, partly heard by Mr. Bros, came before Mr. Horace Smith, who suggested that it should be further adjourned so that Mr. Bros should finish the case. It was extremely inconvenient for one magistrate to adjudicate upon a case after another magistrate had heard nearly all the facts. Mr. Romaine (who appeared for the defendant in the case).—When the summons was adjourned we thought the case would again come before Mr. Bros. If we took another adjournment we might be placed in the same position. Mr. H. Smith.—Yes; that is so. Everything has been in a muddle and a mess ever since I was appointed a magistrate. The Treasury will not appoint the additional magistrates that are so much needed. I wish you would make a communication as to the inconvenience of the present system under which magistrates have to do their work to the proper quarter. It is no good magistrates doing so. A Commission was held, and reported that additional magistrates were required if the business of the police courts was to be carried on in a regular manner, but no additional magistrates have been appointed. Under the present system magistrates do not know for certain in what court they will have to sit a week hence.

Mr. Justice Wright was examined on Monday before the Select Committee of the House of Commons on Railway Rates and Charges. In the course of his evidence he was asked: Have you formed any opinion on the question of the cost of applications to your court? and in reply said: I think that nothing could make the majority of the inquiries that come before us cheap. They are of great complexity and difficulty. Since I have been on the bench the questions I have had to deal with as president of the Commission have been by far the most difficult of all I have ever had to deal with, both in the magnitude of the interests concerned and in the complexity of the facts. They seem to me far more difficult than the average case that comes before a judge of the High Court. I am surprised that the complaint of the cost of the Commission procedure should come from the traders, for in a large majority of cases they have succeeded. With respect to the employment of counsel, there are a vast number of men at the bar perfectly competent to deal with these questions, who would be very glad to do so without extravagant fees. Questions of the taxation of costs very seldom come before me. The practice is not to allow specially heavy fees for eminent counsel. I cannot say why the number of applications has been small. Perhaps one reason is that both the traders and the companies have been so much occupied of late with Parliamentary matters that everything else has been allowed to sleep for a time.

## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

## NOTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice CHITTY.	Mr. Justice NORTH.
Monday, Nov.....13	Mr. Jackson	Mr. Lavis	Mr. Bolt
Tuesday.....14	Glover	Carrington	Farnes
Wednesday.....15	Jackson	Lavis	Bolt
Thursday.....16	Glover	Carrington	Farnes
Friday.....17	Jackson	Lavis	Bolt
Saturday.....18	Glover	Carrington	Farnes
	Mr. Justice STIRLING.	Mr. Justice KIRKWOOD.	Mr. Justice BONNA.
Monday, Nov.....13	Mr. Ward	Mr. Pugh	Mr. Godfrey
Tuesday.....14	Pemberton	Deal	Leach
Wednesday.....15	Ward	Pugh	Godfrey
Thursday.....16	Pemberton	Deal	Leach
Friday.....17	Ward	Pugh	Godfrey
Saturday.....18	Pemberton	Deal	Leach

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

- CHAUDLER.—Nov. 6, the wife of Henry Chaudler, of Biggleswade, Beds, solicitor, of a daughter.
- RADCLIFFE.—Nov. 7, at 12, Somers-place, W., the wife of Francis E. Y. Radcliffe, barrister-at-law, of a daughter.

**STAMMERERS** of all ages, and parents of stammering children should read a book written by a gentleman who cured himself after suffering nearly forty years. Post-free for thirteen stamps from Mr. B. BEASLEY, Brompton-park, Huntingdon, or "Shewood," Willeaden-lane, Brondesbury, London.

**WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.**—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Instab. 1375), who also undertake the Ventilation of Offices, &c.—[ADVT.]

## WINDING UP NOTICES.

London Gazette.—FRIDAY, NOV. 3.

## JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

- CASTLE MONA CO, LIMITED—Creditors are required, on or before Nov 30, to send their names and addresses, and particulars of their debts or claims, to Payne & Co, 34, Brazenose st, Manchester, solicitors for John Mather, 8, King st, Manchester, liquidator.
- MONTAGUE INSURANCE CORPORATION, LIMITED—Petra for winding up, presented Nov 2, directed to be heard on Nov 15. Mellerah, 12, Foster lane, Cheshire, solicitor for petitioner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Nov 14.

NATIONAL INSURANCE AND GUARANTEE CORPORATION, LIMITED—Petra for winding up, presented Nov 2, directed to be heard on Wednesday, Nov 15. Burchell & Co, 5, The Sanctuary, Westminster, solicitors for petitioners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Nov 14.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

- SOUTHPORT FIRE CO, LIMITED—Creditors are required, on or before Nov 15, to send their names and addresses, and particulars of their debts or claims, to Josiah Dean, 32, Lord

st, Liverpool. Monday, Nov 20, at 12, is appointed for hearing and adjudicating upon the debts and claims.

## FRIENDLY SOCIETIES DISSOLVED.

- CHAPEL END FRIENDLY SOCIETY, Chapel End, Atherstone, Warwick. Oct 28
- EVERTON AND KIRKDALE FRIENDLY BENEFIT SOCIETY, Balmoral Hotel, Kirkdale rd, Liverpool. Oct 28
- TRADESMEN'S BENEFIT SOCIETY, Whitllesford, Camba. Oct 28

London Gazette.—TUESDAY, NOV. 7.

## JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BIDAPOA RAILWAY AND MINES, LIMITED—Petra for winding up, presented Nov 4, directed to be heard on Nov 15. Maddisons, 1, King's Arms yard, solicitors for petitioner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Nov 14.

IMPERIAL FIRE EXTINGUISHER CO, LIMITED—Creditors are required, on or before Dec 12, to send their names and addresses, and particulars of their debts or claims, to William S. Ogilvie, 90, Cannon st.

LONDON RAILWAY AND GENERAL VAN CO, LIMITED—Creditors are required, on or before Dec 30, to send their names and addresses, and particulars of their debts or claims, to Ellis Gooch, 103, Snow's fields, Bermondsey.

QUEENSLAND SHAFT SINKING CO, LIMITED—Creditors are required, on or before March 15, to send their names and addresses, and particulars of their debts or claims, to James Durie Taitullo, 31, St Swithin's lane.

SCOTT & JACKSON, LIMITED—Petra for winding up, presented Nov 2, directed to be heard on Nov 15. Pritchard & Sons, 9, Gracechurch st, agents for Webster & Styling, Sheffield, solicitors for petitioner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Nov 14.

T. J. THOMAS, SON, & CO, LIMITED—Creditors are required, on or before Dec 16, to send their names and addresses, and particulars of their debts or claims, to Alfred Lister Mow and William Henry Armistage, 28, King st, Cheshire. Miles, 27, King st, Cheshire, solicitor for liquidators.

UNITED KINGDOM STEAMSHIP CO, LIMITED—Creditors are required, on or before Dec 21, to send their names and addresses, and particulars of their debts or claims, to Robert Bird, Cory's bldgs, Bute Docks, Cardiff.

## FRIENDLY SOCIETIES DISSOLVED.

COURT SPLENDID VIEW, Rochdale Town District Ancient Order of Foresters Friendly Society, Grove Inn, Rochdale, Lancs. Nov 4

KINGSTON LIBERAL AND RADICAL CLUB, 143, Upper Kennington lane. Nov 4

KINGSTON PROVIDENT SOCIETY, Red Lion Inn, Kingston, Warwick. Nov 4

LONDON UNITED RICE DRESSERS' BENEFIT SOCIETY, Prince of Orange Tavern, Lower rd, Rotherhithe. Nov 4

PORTLAND LODGE FRIENDLY SOCIETY, Portland Arms, King st, Southwell, Notts. Nov 4

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, NOV. 3.

## RECEIVING ORDERS.

- AITKEN, HUGH, Fordham, Cambs, Horse Dealer Cambridge Pet Oct 30 Ord Oct 30
- BERNARD, FRITZ, Jewry st, Aldgate, Provision Agent High Court Pet Sept 13 Ord Oct 31
- BIRD, OWEN, Ipswich, Sailmaker Ipswich Pet Oct 30 Ord Oct 30
- BISSELL, F. T. Barking, Essex, Ironmonger Chelmsford Pet Oct 6 Ord Oct 23
- BUTLER, JAMES, Barry Port, Pembrey, Carmarthenshire, Butcher Carmarthen Pet Oct 30 Ord Oct 30
- BYRT, FRANCIS, Horfield, Glos, Grocer Bristol Pet Oct 20 Ord Oct 30
- COATES, WILLIAM, Girders, Westminster, Ostler Kendal Pet Nov 1 Ord Nov 1
- COCKTON, HENRY, Middleborough, Painter Middleborough Pet Oct 30 Ord Oct 30
- COLE, JOHN, Hiscott, Tawstock, Devon, Farmer Barnstaple Pet Oct 18 Ord Oct 31
- CROFT, WILLIAM, FILLINGHAM, Gravesend, Grocer Rochester Pet Oct 31 Ord Oct 31
- DARLINGTON, WILLIAM, Chester, Staffs, Grocer Hanley, Burslem, and Tunstall Pet Oct 31 Ord Oct 31
- DAY, DANIEL, Ipswich, Blacksmith Ipswich Pet Oct 27 Ord Oct 27
- DEURY, HARRY, Hawkey st, Wine Merchant High Court Pet Oct 30 Ord Oct 30
- FOX, THOMAS RYALL, Parkstone, Dorset, Builder Poole Pet Oct 7 Ord Oct 31
- GARRIDE, ABRAHAM, Salford, Licensed Victualler Salford Pet Nov 1 Ord Nov 1
- GAYLOR, WILLIAM, Stevenage, Herts, Saddler Laton Pet Nov 1 Ord Nov 1
- GILBERT-SMITH, J. W. Craven st, Strand High Court Pet July 13 Ord Sept 28
- GRAHAM, GEORGE, Burnley, formerly Master Blacksmith Burnley Pet Oct 30 Ord Oct 30
- GUFFY, SAMUEL HERBERT, Swansea, Builder Swansea Pet Oct 16 Ord Nov 1
- HAGG, G. T. Liverpool, Solicitor Liverpool Ord Oct 24
- HAN, GEORGE, Holland st, Kensington, Builder High Court Pet Oct 30 Ord Oct 30
- HARRISON, THOMAS, Bootle, late in a Steamship Office Liverpool Pet Oct 12 Ord Oct 30
- HILL, HENRY, Croydon, Surrey, Monumental Mason Croydon Pet Oct 31 Ord Oct 31
- HOWARD, JAMES KENNEDY, Lewisham rd, Kent Greenwich Pet Oct 13 Ord Oct 31
- JENKINS, CAROLINE ELIZABETH MARGARET, Cambridge rd, Gurdensbury, Widow Brompton Pet Oct 28 Ord Oct 28
- JOYCE, THOMAS, Redbury, Tidenham, Glos, Farmer Newport, Mon Pet Nov 1 Ord Nov 1
- KIRBY, THOMAS, Middleborough, Hardware Dealer Middleborough Pet Oct 31 Ord Oct 31
- LAMB, ROBERT ELLIOTT, Folkestone, Lodging house Keeper Canterbury Pet Oct 30 Ord Oct 30
- LEWIS, ROBERT WILLIAM, Kingston upon Hull, formerly Licensed Victualler Kingston upon Hull Ord Oct 30 Ord Oct 30
- LOVELAND, JOHN THOMPSON, Maidstone, Nurseryman Maidstone Pet Oct 31 Ord Oct 31
- LLOYD, HARRY VICTOR, Borough High st, Southwark, Domestic Machinist High Court Pet Oct 30 Ord Oct 30

- MAIMON, BERNARD, National Liberal Club, Whitehall Company Promoter High Court Pet Feb 23 Ord May 23
- MCENANEY, OWEN, Worthington, Cumbrid, Stationer Worthington Pet Oct 7 Ord Oct 30
- MATTHEWS, A. Fassel rd, Dalton High Court Pet Oct 14 Ord Nov 1
- MILLS, WILLIAM F. Bath Bath Pet Oct 16 Ord Oct 31
- NICHOLSON, WILLIAM GRAHAM, Carlisle, Grocer Carlisle Pet Oct 31 Ord Oct 31
- PEDERSON, F. QVIST, Manchester, Commission Agent Manchester Pet Oct 2 Ord Oct 30
- PINE, SYDNEY CHARLES GILBERT, Winton, Bournemouth, Draper Poole Pet Oct 16 Ord Oct 31
- POWERS, GEORGE, Threadneedle st, Corn Broker High Court Pet Sept 28 Ord Nov 1
- PRICE, ALFRED STEPHEN, Bridgwater, I'neburner Bridgwater Pet Oct 31 Ord Oct 31
- REES, SAMUEL, Ffynonbach, Trelech ar Bettws, Carmarthenshire, Grocer Carmarthen Pet Oct 30 Ord Oct 30
- RICHARDS, DAVID, Pentre, Glam, Grocer Pontypridd Pet Nov 1 Ord Nov 1
- SCLANBERG, LEWIS, Cheetham, Manchester, Hat Manufacturer Manchester Pet Oct 31 Ord Oct 31
- SKIPPEN, JAMES JONATHAN, Great Yarmouth, Master Bricklayer Great Yarmouth Pet Nov 1 Ord Nov 1
- SMITH, SAMUEL, Leonard st, Shoreditch, Timber Merchant High Court Pet Nov 1 Ord Nov 1
- SPILLET, HENRY GEORGE, South Bersted, Sussex, Licensed Victualler Brighton Pet Oct 31 Ord Oct 31
- SQUIBB, DANIEL, Catherine st, Strand, Waiter High Court Pet Oct 30 Ord Oct 31
- STURGEON & MAIMON, late Queen Victoria st, Financial Agents High Court Pet Feb 1 Ord Mar 23
- WARD, WILLIAM, Kendal, Marble Mason Kendal Pet Oct 30 Ord Oct 30
- WELCH, CHARLES ROBERT HEWES, Birmingham, Boot Manufacturer Birmingham Pet Oct 31 Ord Oct 31
- WILLIAMS, DAVID, Cwmwrt, Swansea, Gasman Swansea Pet Nov 1 Ord Nov 1
- WINTER, ELEM, Cathay, Bristol, Tailor Bristol Pet Oct 31 Ord Oct 31
- WYNTOWITCH, HERMAN, Greenwich, Jeweller Greenwich Pet Oct 28 Ord Oct 28

The following amended notice is substituted for that published in the London Gazette of June 9:—

PUTNEY, JOHN MARK, and JAMES HENRY PUTNEY, Dorking, Surrey, Lime Merchants Croydon Pet June 2 Ord June 2

## FIRST MEETINGS.

- ANTHONY, THOMAS, Birchall Moss, Hatherston, nr Nantwich, Labourer Nov 10 at 10 Royal Hotel, Crewe
- BEAMAN, NATHANIEL, Market Drayton, Salop, Grocer Nov 10 at 11 Royal Hotel, Crewe
- BEDSON, WILLIAM, Stoke upon Trent, Basket Maker Nov 13 at 3 Off Rec, Newcastle under Lyme
- BENNET, RICHARD, Malpas, St Clement's, Cornwall, F'ot Nov 11 at 12.30 Off Rec, Boscastle st, Truro
- BOND, WILLIAM, Grantham, Draper Nov 14 at 2.30 Bankruptcy bldg, Carey st
- BONES, WILLIAM, South Ashford, Kent, Licensed Victualler Nov 24 at 9.30 Off Rec, 73, Castle st, Canterbury
- BRADSHAW, JOHN, Nottingham, Boot Dealer Nov 10 at 12 Off Rec, St Peter's Church walk, Nottingham
- BROUSSE, HERBERT FREDERICK, 84 Andrew st, Holborn circus, Merchant Nov 11 at 11 Bankruptcy bldg, Carey st
- BUTLER, JAMES, Barry Port, Pembrey, Carmarthenshire, Butcher Nov 11 at 11.30 Off Rec, 11, Quay st, Carmarthen

- BYRT, FRANCIS, Horfield, Glos, Grocer Nov 15 at 2.30 Off Rec, Bank chmbrs, Corn st, Bristol
- CAPLAN, ABRAHAM, Blaine, Mon, Clothier Nov 10 at 11 Off Rec, 65, High st, Merthyr Tydfil
- CLEGG, MARY ANN, Altrincham, Cheshire, Bootmaker Nov 13 at 3 Ogden's chmbrs, Bridge st, Manchester
- CORBETT, JOHN, Nantwich, Grocer Nov 10 at 10.30 Royal Hotel, Crewe
- COWARD, JAMES, Kendal, Schoolmaster Nov 11 at 11 120, Highgate, Kendal
- CROFT, WILLIAM FILLINGHAM, Gravesend, Grocer Nov 16 at 11.30 Chancery lane Safe Deposit, 61 and 62, Chancery lane
- DIXON, THOMAS, Lambriq, nr Kendal, Labourer Nov 18 at 11 120, Highgate, Kendal
- ELLIOTT, HENRY WILLIAM, late London wall Nov 10 at 1 Bankruptcy bldg, Carey st
- HIGGS, HENRY JOHN, Stanley rd, Manor Park, Cashier at 31, Queen Victoria st Nov 10 at 11 Bankruptcy bldg, Carey st
- JOHNSON, EDWIN JOSEPH, Longton, Staffs, House Furnisher Nov 16 at 12 North Stafford Hotel, Stoke upon Trent
- KETTERINGHAM, ARTHUR, Norwich, Carpenter Nov 11 at 12 Off Rec, 8, King st, Norwich
- LINAKER, GEORGE AUGUSTUS, Windermere, Lodging House Keeper Nov 11 at 11.30 120, Highgate, Kendal
- LITTLE, ROBERT, Gateshead, Innkeeper Nov 13 at 11.30 Off Rec, Fink lane, Newcastle on Tyne
- LLOYD, HARRY VICTOR, Borough High st, Southwark, Domestic Machinist Nov 14 at 12 Bankruptcy bldg, Carey st
- LOVELAND, JOHN THOMPSON, Maidstone, Nurseryman Nov 14 at 11.15 Off Rec, Week st, Maidstone
- MARSHALL, WILLIAM, Patton Bridge, nr Kendal, Blacksmith Nov 16 at 11.30 120, Highgate, Kendal
- MILES, JOHN WILLIAM, Swansea, Manager to a Coach-building firm Nov 13 at 12 Off Rec, 31, Alexander rd, Swansea
- MOORFIELD, JAMES, Ormakirk, Common Brewer Nov 14 at 2 Off Rec, 25, Victoria st, Liverpool
- MORRIS, ELLER, Walsall, Baker Nov 15 at 10.50 Off Rec, Walsall
- NIX, JAMES CHARLES, Cheltenham, Hatter Nov 11 at 3.15 County Court bldg, Cheltenham
- NORRIS, WILLIAM, Preston, Bookseller Nov 10 at 2.30 Off Rec, 14, Chapel st, Preston
- PATTISON, GEORGE, Bootle, Draper Nov 14 at 3 Off Rec, 35, Victoria st, Liverpool
- PAYNE, W. G. Dover, Tailor Nov 10 at 9.30 Off Rec, 73, Castle st, Canterbury
- POPE, FREDERICK, London st, Fenchurch st, Company Promoter Nov 14 at 2.30 Bankruptcy bldg, Carey st
- PRICE, ALFRED STEPHEN, Bridgwater, Limbturner Nov 10 at 11.30 Bristol Arms Hotel, High st, Bridgwater
- REES, SAMUEL, Ffynonbach, Trelech ar Bettws, Carmarthenshire, Grocer Nov 11 at 12 Off Rec, 11, Quay st, Carmarthen
- REYNOLDS, ARTHUR, Salisbury, Jeweller Nov 11 at 1 120, Highgate, Kendal
- SADLER, THOMAS, Long lane, Bermondsey, Wire Worker Nov 13 at 11 Bankruptcy bldg, Carey st
- SCOTT, EDWARD HENRY, Ancely, Surrey, Veterinary Surgeon Nov 10 at 11.30 34, Railway approach, London Bridge
- SNEED, WILLIAM CHARLES, Berwick st, Oxford st, late Beerhouse Keeper Nov 19 at 12 Bankruptcy bldg, Carey st



SMITH, ALFRED TOULMIN, Essex st, Strand, Solicitor Nov 18 at 12 Bankruptcy bldg, Carey at  
 SOUTHILL, GEORGE HENRY, Holbeck, Leeds, Cloth Fuller Nov 10 at 11 Off Rec, 25, Park row, Leeds  
 WALKER, WILLIAM KENNEDY, Brookline Terrace, Clepton, Managing Meat Salesman Nov 15 at 11 Bankruptcy bldg, Carey at  
 WALTON, EDWARD, and JOSEPH FRANKSON WALTON, Wolverhampton, Brass Founders Nov 11 at 13 Off Rec, Wolverhampton  
 WERN, THOMAS, Weston super Mare, Carpenter Nov 10 at 11 Bristol Arms Hotel, High st, Bridgewater  
 WINTER, ELLEN, Cathay, Bristol, Tailor Nov 15 at 3 Off Rec, Bank chambers, Corn st, Bristol

The following amended notice is substituted for that published in the London Gazette of Oct 24:—  
 HUTCHINGS, JAMES, Birmingham, Tailor Nov 13 at 11 30, Colmore row, Birmingham

The following amended notice is substituted for that published in the London Gazette of Oct 31:—  
 WHITHORN, BENJAMIN, Brimley, Essex, Saddler Nov 8 at 13 Off Rec, 26, Temple chambers, Temple avenue

## ADJUDICATIONS.

AITKEN, HUGH, Fordham, Cambs, Horse Dealer Cambridge Pet Oct 30 Ord Oct 30  
 BARTER, ALFRED, and JOHN REGINALD JAMIESON, Elthorne rd, Upper Holloway, Jam Manufacturers High Court Pet Sept 21 Ord Oct 29  
 BRIDGE, HENRY, Chancery Lane, Law Stationer High Court Pet Aug 10 Ord Oct 31  
 BUTLER, JAMES, Butry Port, Pembrey, Carmarthenshire, Butcher Carmarthen Pet Oct 30 Ord Oct 30  
 BYRT, FRANCIS, Horsfield, Glos, Grocer Bristol Pet Oct 20 Ord Oct 31  
 CLAYTON, THOMAS, Basingstoke, Hants, Builder Winchester Pet Oct 5 Ord Oct 30  
 COATES, WILLIAM, Gloucester, Westnrid, Outer Kendal Pet Oct 31 Ord Nov 1  
 COCKTON, HENRY, Middlesborough, Painter Middlesborough Pet Oct 30 Ord Oct 30  
 CROFT, WILLIAM FILLINGHAM, Graywend, Grocer Rochester Pet Oct 31 Ord Oct 31  
 DANVERS, CHARLES WILLIAM, Acocks Green, Worcs, Bootmaker Birmingham Pet Oct 29 Ord Oct 31  
 DARLINGTON, WILLIAM, Chesham, Staffs, Grocer Hasley, Burnley, and Tunstall Ord Oct 31 Ord Oct 31  
 DAY, DANIEL, Ipswich, Blacksmith Ipswich Pet Oct 27 Ord Oct 27  
 DEBRY, HARRY, Harway st, Wine Merchant High Court Pet Oct 30 Ord Oct 31  
 ELLIOTT, HENRY WILLIAM, late London wall High Court Pet Sept 13 Ord Oct 28  
 GARDNER, ABRAHAM, Salford, Licensed Victualler Salford Pet Oct 31 Ord Nov 1  
 GATLEY, WILLIAM, Stevenage, Herts, Saddler Luton Pet Nov 1 Ord Nov 1  
 GIBSON, WILLIAM, Hartfield, Sussex, Lead Steward Tunbridge Wells Pet Oct 25 Ord Oct 31  
 GRAMER, GEORGE, Burnley, formerly Master Blacksmith Burnley Pet Oct 12 Ord Oct 30  
 HARTY, WILLIAM, St Deny's, Southampton, Builder Southampton Pet Nov 1 Receiving order made under sec 108, Bankruptcy Act, 1886  
 HAYES, EDWIN JAMES SQUIRE, and GEORGE CHARLES KITE, Buckingham st, Strand, Portmanteau Manufacturers High Court Pet Oct 25 Ord Oct 31  
 HOOD, JOHN (sen), JOHN HOOD (jun), JAMES THOMSON BROWLOW, and ROBERT WILLIAM HOOD, Newcastle on Tyne, Fruitwars Newcastle on Tyne Pet Aug 21 Ord Oct 31  
 JERKIN, CAROLINE ELIZABETH MARGARET, Cambridge rd, Gundersbury, Widow Brestford Pet Oct 26 Ord Oct 26  
 KIRBY, THOMAS, Middlesborough, Hardware Dealer Middlesborough Pet Oct 31 Ord Oct 31  
 LAMB, ROBERT ELLIOTT, Folkestone, Lodging House Keeper Canterbury Pet Oct 26 Ord Oct 30  
 LAWLEY, ROBERT WILLIAM, Kingston upon Hull, formerly Licensed Victualler Kingston upon Hull Pet Oct 30 Ord Oct 30  
 LAYTON, JOHN, Birmingham, Egg Merchant Birmingham Pet Oct 17 Ord Oct 31  
 LESLIE, ARTHUR EVERETT, Courtfield grds, South Kensington High Court Pet Sept 5 Ord Oct 25  
 LEVY, MONTAGUE, Daleham lane, Butcher High Court Pet Sept 20 Ord Oct 25  
 LLOYD, HARRY VICTOR, Borough High st, Southwark Domestic Mechanist High Court Pet Oct 30 Ord Oct 31  
 LLOYD, JAMES ALFRED, Tenby, Pems, Tailor Pembroke Dock Pet Oct 27 Ord Oct 31  
 LUTYLAND, JOHN, Maidstone, Nurseryman Maidstone Pet Oct 31 Ord Oct 31  
 LYON, ELIAS, Victoria st, Financial Agent High Court Pet Aug 1 Ord Oct 28  
 MACKENZIE, HENRY, and KENNETH MACKENZIE, High rd, Knightsbridge, Boot Sellers High Court Pet July 8 Ord Oct 30  
 NELIGAN, JOHN W, late of Wimbledon, Surrey Kingston Pet Sept 21 Ord Oct 25  
 NICHOLSON, WILLIAM GRAHAM, Carlisle, Grocer Carlisle Pet Oct 31 Ord Oct 31  
 PRICE, ALFRED STEPHEN, Bridgewater, Limeburner Bridgewater Pet Oct 31 Ord Oct 31  
 RAILTON, WILLIAM, Liverpool, Jeweller Liverpool Pet Oct 16 Ord Nov 1  
 REES, SAMUEL, Flynobach, Trelech at Betws, Carmarthenshire, Grocer Carmarthen Pet Oct 29 Ord Oct 30  
 SCHERER, SIEGFRIED, Silk st, Milton st, Merchant High Court Pet Sept 5 Ord Oct 28  
 SOLAMBERG, LEWIS, Chesham, Manchester, Hat Manufacturer Manchester Pet Oct 31 Ord Oct 31  
 SMITH, SAMUEL, Leonard st, Shoreditch, Timber Merchant High Court Pet Nov 1 Ord Nov 1  
 SQUIRE, DANIEL, Catherine st, Strand, Waiter High Court Pet Oct 30 Ord Oct 31

STRIDE, WILLIAM PHILIP TANTLYN, Otterbourne, Hants, Farmer Winchester Pet Oct 10 Ord Oct 30  
 SUMNER, MATTHEW HENRY, Clarendon rd, Forest Gate, Essex High Court Pet May 1 Ord Oct 29  
 WALKER, WILLIAM KENNEDY, Marble Mason Kendal Pet Oct 30 Ord Oct 30  
 WELCH, CHARLES ROBERT HEWES, Birmingham, Boot Manufacturer Birmingham Pet Oct 31 Ord Nov 1  
 WILLIAMS, DAVID, Cwmwys, Swansea, Gasman Swansea Pet Nov 1 Ord Nov 1  
 WINTER, ELEN, Cathay, Bristol, Tailor Bristol Pet Oct 31 Ord Oct 31

London Gazette—TUESDAY, NOV. 7.

## RECEIVING ORDERS.

AVIS, H HOSWORTH, Charing cross High Court Pet July 31 Ord Nov 6  
 BAKER, SAMUEL, Redwick, Mon, Farmer Newport, Mon Pet Nov 4 Ord Nov 4  
 BATHSON, CLARA, Bradford, Milliner Bradford Pet Oct 27 Ord Nov 2  
 BROWNE, JAMES, Noble st, Manufacturer High Court Pet Nov 2 Ord Nov 2  
 CARTER, GEORGE WALTER, Margate, Bootmaker Canterbury Pet Nov 3 Ord Nov 3  
 COGOINS, JAMES, Trowbridge, Wilts, Licor and Victualler Bath Pet Nov 4 Ord Nov 4  
 COLLINGS, WILLIAM JACOB, King's Lynn, Butcher King's Lynn Pet Nov 3 Ord Nov 3  
 COFFARD, MARMAL, Hayward's Heath, Sussex, Saddler Brighton Pet Nov 2 Ord Nov 2  
 FAY, GEORGE WESLEY, Newport, I W, Bootmaker Newport Pet Nov 2 Ord Nov 2  
 FURLONG, GEORGE, Luton, Beds, Schoolmaster Luton Pet Nov 3 Ord Nov 3  
 GREENWOOD, JAMES BROOKS, Hookmanswike, Plasterer Desbury Pet Nov 1 Ord Nov 1  
 GROVES, WILLIAM C, Oxford, late Licensed Victualler High Court Pet Oct 17 Ord Nov 3  
 HENDER, WILLIAM, Siderside, Norfolk, Manufacturing Chemist Norwich Pet Nov 4 Ord Nov 4  
 HOLMES, BUTCLIFFE, Shepley, nr Huddersfield, Publican Huddersfield Pet Nov 3 Ord Nov 3  
 HOOD, the Hon ALFRED NELSON, Brabant court, Philpott lane, Wide Argue High Court Pet June 27 Ord Nov 2  
 HOWELL, DAVID WILLIAM, Pentechwyth, nr Swansea, Mason Swansea Pet Nov 3 Ord Nov 3  
 HUTTON, WILLIAM, Marchion in Pen, Lincs, Wood Leader Lincoln Pet Nov 3 Ord Nov 3  
 JONES, THOMAS, Canton, Cardiff, Coal Dealer Cardiff Pet Nov 3 Ord Nov 3  
 LEBMAN, EDWARD, Vernon chambers, Southampton row, Tobaccoist's Shopman High Court Pet Nov 3 Ord Nov 3  
 LEVETLEY, JOHN, Chidlow, Malpas, Cheshire, Farmer Nantwich and Crewe Pet Nov 2 Ord Nov 2  
 LONGDISH, HENRY, Hulme, Manchester, Journeyman Butcher Manchester Pet Nov 3 Ord Nov 3  
 MAYNARD, ESOS, Easton, nr Devizes, Wilts, Blacksmith Bath Pet Nov 3 Ord Nov 3  
 MCLEAN, CHARLES, Lower Peover, nr Knutsford, Cheshire, Schoolmaster Nantwich and Crewe Pet Nov 3 Ord Nov 3  
 MERCH, RICHARD, late of Lower Easton, Stapleton, Glos, Baker Bristol Pet Oct 30 Ord Nov 3  
 MIOHELL, EDWIN, Worth, Three Bridges, Sussex, General Dealer Tunbridge Wells Pet Nov 1 Ord Nov 1  
 MILLER, GEORGE, Queen Victoria st, Stock Dealer High Court Pet Oct 12 Ord Nov 1  
 MORRAN, ALBERT HALL, Hereford, Chemist Hereford Pet Nov 4 Ord Nov 4  
 NEVISON, WILLIAM, Street, Ravenstonedale, Westnrid, Farmer Kendal Pet Nov 4 Ord Nov 4  
 NICHOLLS, WILLIAM BENJAMIN, Droitwich Journeyman Saddler Worcester Pet Oct 31 Ord Oct 31  
 POWELL, WILLIAM ALBERT, Cheltenham, Furniture Dealer Cheltenham Pet Nov 1 Ord Nov 1  
 POSE, DAVID, Cardiff, Mechanical Engineer Cardiff Pet Nov 3 Ord Nov 3  
 PUTTOCK, CHARLES, Deacon st, Walworth, Dairyman High Court Pet Sept 30 Ord Nov 3  
 REDDLE, JAMES SKRATS, Avebury, Glos, Wilts, Farmer Swindon Pet Nov 2 Ord Nov 2  
 RUSSELL, EDWARD GEORGE, Brick lane, Bethnal Green, Overmantel Manufacturer High Court Pet Nov 3 Ord Nov 3  
 RUTTER, E P LANCIA, Marlborough mansions, Victoria st, Financial Agent High Court Pet Oct 11 Ord Nov 3  
 SHERIDY, ALBERT VICTOR, Balsall Heath, Birmingham, Tailor Birmingham Pet Nov 3 Ord Nov 3  
 SINCLAIR, RALPH JAMES, Kingsland rd, Undertaker High Court Pet Oct 6 Ord Oct 19  
 SMITH, FREDERICK, Eton Wick, Bucks, Farmer Windsor Pet Nov 2 Ord Nov 2  
 SOVIELT, THOMAS HUGH BOTT, Wymen st, Horse Oak Park, late Stationer Canterbury Pet Nov 4 Ord Nov 4  
 ST JOHN, MARYANNE, Worcester, Widow Cheltenham Pet Oct 23 Ord Nov 2  
 TONKINS, HENRY EMOCH, Cowbridge, Glam, Innkeeper Cardiff Pet Nov 1 Ord Nov 1  
 USTON, WILLIAM, Newport, Mon, Carpenter Newport, Mon Pet Nov 3 Ord Nov 3  
 WILKES, WALTER WILLIAM, Finsbury rd, Taddington, late Dairyman Kingston, Surrey Pet Nov 4 Ord Nov 4  
 WILLIAMS, DAVID, Tonypandy, Glam, Auctioneer Pontypriid Pet Nov 3 Ord Nov 3  
 WILLIS, JOHN WESLEY, Bristol, Insurance Agent Bristol Pet Nov 3 Ord Nov 3

## ORDER DISCHARGING RECEIVING ORDER.

MARTIN, JOHN DONALD, Liverpool, Commission Agent Liverpool Rec Ord Feb 24 Disch Nov 3

## FIRST MEETINGS.

AITKEN, HUGH, Fordham, Cambs, Horse Dealer Nov 27 at 12 Off Rec, 5, Petty Cury, Cambridge  
 BIRD, OWEN, Ipswich, Saddler Nov 15 at 12.30 Off Rec, 30, Princes st, Ipswich

BLISS, AON, and LEBMAN, late Bumpers st, late Wansboroughs Nov 14 at 12 Bankruptcy bldg, Carey at  
 BRUNST, HENRY, St Grimsby, Fishmonger Nov 15 at 11 Off Rec, 18, Osborne st, St Grimsby  
 COLLINGS, WILLIAM JACOB, King's Lynn, Butcher Nov 15 at 11 Off Rec, 3, King st, Norwich  
 COOK, FRANK ASHMOOR, Leicester, Newsgut Nov 11 at 12.30 Off Rec, 1, Bertridge st, Leicester  
 DAY, DANIEL, Ipswich, Blacksmith Nov 15 at 12 Off Rec, 30, Princes st, Ipswich  
 DEBRY, HARRY, Harway st, Wine Merchant Nov 11 at 12.30 Bankruptcy bldg, Carey at  
 FORTWELL, EDWARD HENRY, Reading, Fishmonger Nov 15 at 12 Queen's Hotel, Reading  
 HAYES, WILLIAM, Cardiff, Grocer Nov 30 at 11.30 Off Rec, 20, Queen st, Cardiff  
 FARMON, ABRAHAM, Hinchley, Leam, Cycle Agent Nov 11 at 3 Off Rec, 1, Bertridge st, Leicester  
 FINE, SAMUEL HENRY, East Greenwich, sinner Nov 15 at 11.30 24, Railway approach, London Bridge  
 HARRAN, CHARLOTTE, Burdett rd, How, Fancy Dealer Nov 14 at 11 Bankruptcy bldg, Carey at  
 HAYES, EDWIN JAMES SQUIRE, and GEORGE CHARLES KITE, Buckingham st, Strand, Portmanteau Manufacturers Nov 15 at 12 Bankruptcy bldg, Carey at  
 HIRDS, EDWARD, Leeds, Accountant Nov 15 at 11 Off Rec, 25, Park row, Leeds  
 HUTTON, WILLIAM, Marchion in Pen, Lincs, Wood Leader Nov 15 at 12 Off Rec, 31, Silver st, Lincoln  
 JERKIN, CAROLINE ELIZABETH MARGARET, Cambridge rd, Gundersbury, Widow Nov 14 at 11 Off Rec, 30, Temple chambers, Temple avenue  
 JOHNSON, SAMUEL, Cardiff, Salt Merchant Nov 30 at 3 Off Rec, 20, Queen st, Cardiff  
 KERR, WILLIAM, Fairfield, Liverpool, Marine Engineer Nov 15 at 3 Off Rec, 25, Victoria st, Liverpool  
 LAMB, ROBERT ELLIOTT, Folkestone, Lodging house keeper Nov 24 at 10 Off Rec, 73, Castle st, Canterbury  
 LAWLEY, ROBERT WILLIAM, Kingston upon Hull, formerly Licensed Victualler Nov 15 at 11 Off Rec, Trinity House lane, Hull  
 LAYTON, JOHN, Birmingham, Egg Merchant Nov 30 at 11 25, Colmore row, Birmingham  
 LEBMAN, GEORGE WILLIAM TANTLYN (see estate), Bursley, Staffs, Watchmaker Nov 15 at 11 25, Colmore row, Birmingham  
 LEBMAN, WILLIAM TANTLYN, and GEORGE WILLIAM TANTLYN (trading as Leeson & Son), Colchilli, Warwickshire, Tuttle Clock Manufacturers Nov 15 at 11 25, Colmore row, Birmingham  
 LEBMAN, WILLIAM TANTLYN (see estate), Colchilli, Warwickshire, Tuttle Clock Manufacturer Nov 15 at 11 25, Colmore row, Birmingham  
 LOUGHTON, GEORGE HENRY, Falford, Glos, Builder Nov 15 at 2.30 Off Rec, 25, High st, Swindon  
 MATTHEWS, A, Farnest rd, Dalston Nov 15 at 12 Bankruptcy bldg, Carey at  
 MCNEILLY, OWEN, Worthington, Cambrid, Stationer, late North house, Chesham  
 MILLER, GEORGE, Queen Victoria st, Stock Dealer Nov 15 at 12 Bankruptcy bldg, Carey at  
 NICHOLSON, WILLIAM GRAHAM, Carlisle, Grocer Nov 17 at 12 12, Lonsdale st, Carlisle  
 POWELL, GEORGE, Threadneedle st, Corn Broker Nov 15 at 11 Bankruptcy bldg, Carey at  
 SHAW, EDWARD, Liverpool, Commission Agent Nov 15 at 3 Off Rec, 20, Victoria st, Liverpool  
 SWIDELL, NATHANIEL, Buttrage, Derbyshire, Licensed Victualler Nov 16 at 11.30 Off Rec, County chambers, Market place, Stockport  
 TUCKER, CHARLES, Greenwich, Machinery Dealer Nov 15 at 12 24, Railway app, London bridge  
 WALLACE, JAMES CHARLES STUART, Seashore ter, Rye, Wine Merchant's Manager Nov 15 at 2.30 Bankruptcy bldg, Carey at  
 WARDEN, JOHN ANDREW, St Tower st, Shipping Agent Nov 17 at 11 Bankruptcy bldg, Carey at  
 WAY, FREDERICK, Cardiff, Boot Dealer Nov 30 at 11 Off Rec, 20, Queen st, Cardiff  
 WILLIAMS, CHARLES ARTHUR, Betty Dock, Glam, Optician Nov 16 at 11 Off Rec, 20, Queen st, Cardiff  
 WOOD, SAMUEL, Byde, I W, China Merchant Nov 14 at 3 15, Garry st, Newport, I W  
 WRIGHT, JAMES BOGHER, and JAMES ALBERT JONES, Covent Garden Market Nov 15 at 2.30 Bankruptcy bldg, Carey at

## ADJUDICATIONS.

BAKER, SAMUEL, Redwick, Mon, Farmer Newport, Mon Pet Nov 4 Ord Nov 4  
 BECKETT, S, late of Bristol, Licensed Victualler Bristol Pet Oct 30 Ord Nov 2  
 BIRD, OWEN, Ipswich, Saddler Ipswich Pet Oct 30 Ord Oct 30  
 CARTER, FREDERICK JOSEPH, Birmingham, Jeweller's Factor Birmingham Pet Sept 30 Ord Nov 2  
 CARTER, GEORGE WALTER, Margate, Bootmaker Canterbury Pet Nov 3 Ord Nov 3  
 COGOINS, JAMES, Trowbridge, Licensed Victualler Bath Pet Nov 4 Ord Nov 4  
 COLES, WILLIAM, Southwell, Glam, Boot Manufacturer Bristol Pet Oct 26 Ord Oct 31  
 COLLINGS, WILLIAM JACOB, King's Lynn, Butcher King's Lynn Pet Oct 30 Ord Nov 2  
 DUNMORE, JAMES, Putney, Surrey, Tailor Wandsworth Pet Sept 1 Ord Nov 1  
 FURLONG, GEORGE, Luton, Schoolmaster Luton Pet Nov 3 Ord Nov 3  
 GOODWILL, JOSEPH JONES, Bath, Newspaper Proprietor Bath Pet Oct 3 Ord Nov 2  
 HAM, GEORGE, Holland st, Kensington, Builder High Court Pet Oct 30 Ord Nov 3  
 HARVEY, EDWARD, Heath rd, Twickenham, Grocer Brestford Pet Jan 5 Ord Jan 5  
 HOLMES, BUTCLIFFE, Shepley, nr Huddersfield, Publican Huddersfield Pet Nov 3 Ord Nov 3  
 HOWELL, DAVID WILLIAM, Pentechwyth, nr Swansea, Mason Swansea Pet Nov 3 Ord Nov 3  
 HUTTON, WILLIAM, Marchion in Pen, Lincs, Wood Dealer Lincoln Pet Nov 3 Ord Nov 3

**JOHNSON, SAMUEL**, Cardiff, Salt Merchant Cardiff Pet Oct 21 Ord Oct 21  
**JONES, THOMAS**, Canton, Cardiff, Coal Dealer Cardiff Pet Nov 2 Ord Nov 2  
**KERR, WILLIAM**, Fairfield, Liverpool, Marine Engineer Liverpool Pet Oct 25 Ord Nov 3  
**LEHMANN, EDWARD**, Vernon Chambers, Southampton row, Tobaccoist's Shopman High Court Pet Nov 3 Ord Nov 3  
**LLEWELLYN, JOHN**, Hopkins Town rd, nr Pontypridd, Glam, Fireman Pontypridd Pet Oct 24 Ord Nov 2  
**LONGDEN, HENRY**, Hulme, Manchester, Journeyman Butcher Manchester Pet Nov 3 Ord Nov 3  
**MAYNARD, ENOS**, Easterton, nr Devizes, Blacksmith Bath Pet Nov 3 Ord Nov 3  
**McLEAY, CHARLES**, Lower Power, nr Knutsford, Cheshire, Schoolmaster Nantwich and Crewe Pet Nov 3 Ord Nov 3  
**MORGAN, ALBERT HALL**, Hereford, Chemist Hereford Pet Nov 4 Ord Nov 4  
**MORGAN, GEORGE**, Great Winchester st, Director of Queen's Birthday Gold Mines Ltd Luton Pet Sept 30 Ord Nov 4  
**NEVINSON, WILLIAM**, Street, Ravenstonedale, Westmid, Painter Kendal Pet Nov 4 Ord Nov 4  
**NICHOLLS, WILLIAM BENJAMIN**, Drcitwich, Journeyman Saddler Worcester Pet Oct 31 Ord Oct 31  
**POON, DAVID**, Cardiff, Mechanical Engineer Cardiff Pet Nov 3 Ord Nov 3  
**RAWSON, THOMAS**, East Bolden, co Durham, Engineer Newcastle on Tyne Pet Oct 9 Ord Nov 4  
**RICHARDS, DAVID**, Centre, Glam, Grocer Pontypridd Pet Oct 3 Ord Nov 4  
**RIDDLE, JAMES SKEATE**, Avebury, Calne, Wilts, Farmer Swindon Pet Nov 2 Ord Nov 2  
**RUSSELL, EDWARD GEORGE**, Brick lane, Bethnal Green, Overmantel Manufacturer High Court Pet Nov 3 Ord Nov 3  
**SMITH, FREDERICK**, Elton Wick, Bucks, Farmer Windsor Pet Oct 31 Ord Nov 2  
**SOFIELD, THOMAS HUGH BOYD**, Wylen st, Honor Oak Park, late Stationer Canterbury Pet Nov 3 Ord Nov 4  
**SPILLET, HENRY GEORGE**, South Bersted, Sussex, Licensed Victualler Brighton Pet Oct 31 Ord Nov 2  
**TOMKINS, HENRY ENOCH**, Cowbridge, Glam, Innkeeper Cardiff Pet Nov 1 Ord Nov 2  
**UPSTONE, WILLIAM**, Newport, Mon, Carpenter Newport, Mon Pet Nov 3 Ord Nov 3  
**WEBB, GEORGE**, Bristol, Musical Instrument Maker Bristol Pet Oct 27 Ord Nov 2  
**WILLIAM, DAVID**, Tonypandy, Glam, Auctioneer Pontypridd Pet Oct 30 Ord Nov 3  
**WOODS, SAMUEL**, Ryde, I W, China Merchant Ryde Pet Oct 25 Ord Oct 25

## ADJUDICATION ANNULLED.

**LEBON, WILLIAM**, Walsall, Grocer Walsall Adjud Oct 20, 1893 Annul Oct 30

## SALES OF ENSUING WEEK.

Nov. 13.—**Messrs. EDMUND ROBINS & HINE**, at the Mart, E.C., Leasehold Properties (see advertisement, Oct. 28, 14).  
 Nov. 13.—**Messrs. EDMUND ROBINS & HINE**, at the Mart, E.C., Freehold Building Land (see advertisement, Oct. 28, p. 2).  
 Nov. 15.—**Messrs. EDWIN FOX & BOUSFIELD**, at the Mart, E.C., at 2 o'clock, Freehold Estate (New River Share) (see advertisement, Nov. 4, p. 17).  
 Nov. 16.—**Messrs. FAREBROTHER, ELLIS, CLARK, & Co.**, at the Mart, E.C., Leasehold Residences (see advertisement, Nov. 4, p. 17).  
 Nov. 16.—**Messrs. FAREBROTHER, ELLIS, CLARK, & Co.**, at the Mart, E.C., at 2 o'clock, Leasehold Property (see advertisement, Nov. 4, p. 17).

Revised and Cheaper Edition, price 5s., by post, 5s. 3d.

## A HANDY GUIDE

TO AN

## ORDINARY ACTION IN THE COUNTY COURT.

By **E. E. WICKHAM**,

Registrar of the Shoreditch County Court of Middlesex.

CONTAINING ALL THE INFORMATION REQUIRED FOR THE CONDUCT OF AN ORDINARY ACTION.

## Opinions of the Press:

"A model of a really useful manual, of value alike to suitors, lawyers, and officials. . . . It is extremely well printed and got up."—Daily Chronicle.

"Is a compendious and reliable guide. . . . We commend this book."—Law Journal.

"Extremely convenient. . . . compiled with much care."—County Court Chronicle.

Cloth Limp.

Tables of Costs Prepared for Taxation by **Mr. Wickham**, 2d. each, 1/6 per doz.

**JOHN SMITH & Co.**, 52, Long-acre, London, W.C.  
 And all Law Bookellers.

**TRUST MONIES.**—To Solicitors, Trustees, and others who have Trust Monies against first-class Securities, such as Freeholds and Leaseholds, in this country; please state amount offered and interest required, whether on freehold, leasehold or otherwise.—**M. LEON**, Mortgage Broker, Broad-street-avenue, London, E.C.

## SALES BY AUCTION FOR THE YEAR 1893.

**MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER** beg to announce that their SALES OF LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tues., Nov. 14 | Tues., Dec. 5

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, &c.

**DETAILED LISTS OF INVESTMENTS, Estates** Sporting Quarters, Residences, Shops, and Business Premises to be Let or sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 1,608.

## Important Sale of Houses and Land.

**MR. H. J. E. BRAKE** will SELL BY AUCTION, on WEDNESDAY NEXT, NOVEMBER 15, in his SALE ROOMS, Lynchford-road, Farnborough, Hants, at FOUR for FIVE p.m., 50 Acres of MEADOW LAND and 15 Plots of Building Land at Ash-vale, Surrey; 34 Plots of Land in the parish of Headley, Hants; two Detached Villas and 14 acres of Land at Mitchell, Surrey; Plots of Land at Chingford, Essex, Bowes-park, N., and Surbiton, Surrey; two Villas at Tottenham; two Detached Houses and three Cottages at Farnborough, Hants; Freehold Business Premises at Aldershot; Detached Residence, Cottage, 6 Acres of Freehold Land, and 100 Plots of Building Land at Fleet, Hants.

Particulars of **W. E. Foister, Esq.**, Solicitor, Aldershot; and of the Auctioneer, Lynchford House, Farnborough, Hants.

Sale 744.—By order of the Executors of the late G. Fisher, Esq.—Excellent Leasehold Investments, producing £3,799 7s. per annum, and held for various terms at ground-rents.

**MESSRS. OAKLEY, FISHER, & CO.** will SELL BY AUCTION, at the MART, E.C., on NOV. 21 and 22, at TWO o'clock precisely, in Lots, 63 RESIDENCES, Shops, Dwelling-houses, and Stabling, in Marylebone, St. Pancras, Kenington, Islington, Paddington, Westminster, and Lambeth, principally of a high-class character, let on repairing leases, and held direct from the Crown, Portland, Westminster, Portman, and Bishop of London Estates.

Particulars at the Mart; of **Horace James Fisher, Esq.**, Solicitor, Oxford; of Messrs. Newton, Wyatt, & Newton, Solicitors, 33, Finsbury-circus, E.C.; and at the Auction and Survey offices, 105, Charlotte-street, Fitzroy-square, W.

**MESSRS. ROBT. W. MANN & SON,** SURVEYORS, VALUERS,

AUCTIONEERS, HOUSE AND ESTATE AGENTS, ROBT. W. MANN, F.S.I., THOMAS R. RAMSON, F.S.I. J. BAGSHAW MANN, F.S.I., W. H. MANN), 2, Lower Grosvenor-place, Eaton-square, S.W., and 32, Lowndes-street, Belgrave-square, S.W.

**MESSRS. H. GROGAN & CO.**, 101, Park-street, Grosvenor-square, beg to call the attention of intending Purchasers to the many attractive West-End Houses which they have for Sale. Particulars on application. Surveys and Valuations attended to.

**FREEHOLD and Leasehold Ground-Rents** Wanted to Purchase.—Messrs. Woods are requiring several large and small Lots for their regular buyers and recent fresh applicants; also well-let Shop Properties and ripe Building Land.—Offices, 13, Newgate-street. Established 1873.

**HOUSE OWNERS, Trustees, Solicitors,** and others.—**Mr. T. G. WHARTON, F.S.I.**, Estate Agent and Surveyor, gives special attention to the Management of small as well as large House Property, and is well versed in the powers of local authorities (sanitary and others).—Offices, 1, Basinghall-street, E.C., and 77, Albany-road, Camberwell.

**CITY OFFICE.**—Solicitors in City have, in consequence of the death of a partner, a Furnished Room vacant which they would Let to a Solicitor; rent (including use of waiting room and call book in clerk's office, coal and gas) £60, or with seat for clerk in waiting room adjoining, £75.—Apply F., "Solicitors' Journal" Office.

**OFFICES to be LET**, at 17, Pall-mall East, S.W.—Important new building; spacious entrance hall; wide, easy stairs; every convenience; perfect sanitation; gas and electric light laid on to each floor; rents £38, £48, £90, £130, and £300, including all rates and taxes.—Apply to HOUSEKEEPER on the premises.

**TO LET.**—Ground Floor and good Basement Offices, with Strong Rooms, suitable for Solicitors and others, at No. 7, St. Martin's-place, Charing-cross; all self-contained, and having private entrance; rent £200 per annum, landlord paying all rates and taxes.—Apply J. D. HOSKIN, House Agent, 7, Duke-street, Adelphi, W.C.

**A SOLICITOR in large Practice** requires a working Partner with Capital; no premium.—**A. K. Kelly's** Advertising Office, King-street, Westminster.

**A GENTLEMAN** who passed his final legal examination last November, and has since been with the Solicitor to whom he was articled, wishes for an engagement as Clerk in the office of a firm having an extensive practice.—Address A. Z., care of Messrs. Indermaur & Brown, 22, Chancery-lane.

**TO SOLICITORS, Managing Clerks,** and others.—Experienced Surveyor and Architect is prepared to Pay liberal Bonus upon business introduced; strict confidence; references to completed works.—**SURVEYOR**, at Horneslie's, Cheapside.

**AGENTS Required for the Imperial Live** Stock Insurance Association, Limited. Established 1878. Horses, Cattle, &c. Insured against Death from Accident and Disease. Claims paid, £25,000.—Applications should be addressed to **Mr. B. S. Essex**, Manager, 17, Pall-mall East, London, S.W.

Special Advantages to Private Insurers.

## THE IMPERIAL INSURANCE COMPANY LIMITED. FIRE.

Established 1803.

1, Old Broad-street, E.C., and 23, Pall Mall, S.W.

Subscribed Capital, £1,300,000; Paid-up, £300,000.

Total Funds £1,600,000.

**E. COZENS SMITH,**

General Manager.

## THE REVERSIONARY INTEREST SOCIETY. LIMITED

(ESTABLISHED 1823).

Purchase Reversionary Interests in Real and Personal Property, and Life Interests, and Life Policies, and Advance Money upon these Securities.—17, King's Arms-yard, Coleman-street, E.C.

## SUN INSURANCE OFFICE.

Founded 1710.

LAW COURTS BRANCH,

40, CHANCERY LANE, W.C.,

(FIRE)

**A. W. COUSINS,**

District Manager.

SUM INSURED in 1892. £391,800,000.

**LONDON GAZETTE** (published by authority) and **LONDON AND COUNTRY ADVERTISEMENT OFFICE.**—No. 117, CHANCERY LANE, FLEET STREET.

**HENRY GREEN**, Advertisement Agent, begs to direct the attention of the Legal Profession to the advantages of his long experience of upwards of forty years, in the special insertion of all pro forma notices, &c., and hereby solicits their continued support.—N.B. Forms, Gratis, for Statutory Notices to Creditors and Disolutions of Partnership, with necessary Declaration. Official stamps for advertisements and file of "London Gazette" kept. By appointment.

**ORIENT COMPANY'S YACHTING CRUISE TO THE WEST INDIES.** The steamship "GARONNE" 3,576 tons register, 8,000 h.p., will leave LONDON on the 22nd November, for a 66 days' cruise, visiting

Madeira, Teneriffe, Barbadoes, Trinidad, Grenada, St. Lucia, Martinique, St. Kitts, Santa Cruz, Jamaica, Cuba, Nassau, St. Michaels, Lisbon.

The "GARONNE" is fitted with electric light, electric bells, hot and cold baths, &c. First-class cuisine.

Managers { **F. Green & Co.** } Head Offices, Fenchurch-street, London.  
 { **Anderson, Anderson, & Co.** }  
 { **F. Green & Co.** }  
 { **Anderson, Anderson, & Co.** }

For particulars apply to the latter firm at 5, Fenchurch-street, E.C.; or to the West-end branch office, 18, Cockspur-street, London, S.W.

## LIVERPOOL-COMPTON HOTEL.

UNEQUALLED FOR ITS COMFORT.

Excellent Cuisine and Moderate Fixed Charges.

Adjacent to best Shops, Shipping Offices, Stations, &c.

Telephone No. 58.

## EDE AND SON,

**ROBE MAKERS.**

BY SPECIAL APPOINTMENT

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

**SOLICITORS' GOWNS.**

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

Corporation Robes, University and Clergy Gowns.

ESTABLISHED 1698.

94, CHANCERY LANE, LONDON.



a  
l  
t  
e  
e  
il  
a  
a  
r  
  
a  
l  
.  
.  
d  
f  
f  
n  
of  
s.  
s.  
a.  
m  
-  
ll  
o,  
  
a,  
ic  
-  
-  
-  
-  
as  
  
C.  
-  
.  
h  
  
n  
F.